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Frank Stainback
James M. Miller
Michael A. Fiorella
Allen W. Holbrook
R. Michael Sullivan
Bryan R. Reynolds
Tyson A. Kamuf
Mark W. Starnes
C. Ellsworth Mountjoy
Susan Montalvo-Gesser

July 31, 2009

Via Federal Express

Mr. Jeff DeRouen
Executive Director
Public Service Commission
211 Sower Boulevard, P.O. Box 615
Frankfort, Kentucky 40602-0615

RECEIVED

AUG 03 2009
PUBLIC SERVICE
COMMISSION

Re: *The Applications 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, PSC Case No. 2007-00455*

Dear Mr. DeRouen:

Enclosed on behalf of Big Rivers Electric Corporation (“Big Rivers”) in connection with Ordering Paragraph No. 5 of the March 6, 2009 order in this matter (“Order”) are two copies of the revised tariff sheets proposed by Big Rivers in this proceeding showing, among other things, a rate mechanism on Sheet Nos. 82 and 83 to implement the Rural Economic Reserve, as directed therein.

Also enclosed for the record and the Commission’s tariff files are two copies of each of the following documents that were signed at the closing of the Unwind Transaction:

1. Retail Electric Service Agreement dated as of July 1, 2009, by and between Kenergy Corp. and Alcan Primary Products, Inc.;
2. Wholesale Electric Service Agreement (Alcan) dated as of July 1, 2009, by and between Big Rivers Electric Corporation and Kenergy Corp.;
3. Coordination Agreement dated as of July 1, 2009, by and between Big Rivers Electric Corporation and Alcan Primary Products, Inc.;
4. Retail Electric Service Agreement dated as of July 1, 2009, by and between Kenergy Corp. and Century Aluminum of Kentucky General Partnership;

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

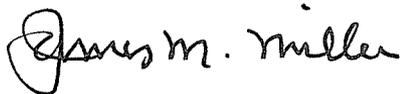
100 St Ann Building
PO Box 727
Owensboro, Kentucky
42302-0727

Mr. Jeff DeRouen
July 31, 2009
Page 2

5. Wholesale Electric Service Agreement (Century) dated as of July 1, 2009, by and between Big Rivers Electric Corporation and Kenergy Corp.;
6. Coordination Agreement dated as of July 1, 2009, by and between Big Rivers Electric Corporation and Century Aluminum of Kentucky General Partnership;
7. Amendment to Wholesale Power Contracts dated as of July 6, 2009, between Big Rivers Electric Corporation and Kenergy Corp.;
8. Amendment to Wholesale Power Contracts dated as of July 6, 2009, between Big Rivers Electric Corporation and Meade County Rural Electric Cooperative Corporation; and
9. Amendment to Wholesale Power Contracts dated as of July 6, 2009, between Big Rivers Electric Corporation and Jackson Purchase Energy Corporation.

Please let us know if you have any questions. I certify that a copy of this filing has been served on each person shown on the attached service list.

Sincerely yours,



James M. Miller

JMM/ej
Enclosures

cc: Mark A. Bailey
David Spainhoward

SERVICE LIST
BIG RIVERS ELECTRIC CORPORATION
PSC CASE NO. 2007-00455

Hon. Kendrick Riggs
Stoll, Keenon & Ogden PLLC
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420 W. Muhammad Ali Blvd.
Louisville, KY 40202

BIG RIVERS ELECTRIC CORPORATION

OF

HENDERSON, KENTUCKY

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AUG 03 2009

**PUBLIC SERVICE
COMMISSION**

RATES, RULES AND ADMINISTRATIVE REGULATIONS FOR FURNISHING

ELECTRIC SERVICE

AT

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

**FILED WITH PUBLIC SERVICE COMMISSION
OF KENTUCKY**

Issued October 9, 2008

Effective July 17, 2009

**By Big Rivers Electric Corporation
(Name of Utility)**

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

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

Original SHEET NO. 2

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

A. SPECIAL RULES - ELECTRICAL SERVICE

1. Billing Demand:

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

- (1) Intentionally Left Blank.
- (2) Large Industrial Customer Delivery Points (i.e., a single large industrial customer taking service from a dedicated delivery point as described in Section 7.a.).
- (3) Rural Delivery Points (i.e. all delivery points not described in (1) or (2) of this paragraph 1.a.)

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

- (1) Intentionally Left Blank.
- (2) Large Industrial Customer Delivery Points -- The maximum integrated thirty-minute demand at each delivery point during each month, or the contract demand, whichever is greater.
- (3) Rural Delivery Points -- The monthly rural Billing Demand for each distribution cooperative shall be the maximum integrated thirty-minute coincident demand of its rural delivery points.

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

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

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

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

Original SHEET NO. 3

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

2. Contract Demand:

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

3. Metering:

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

4. Electric Characteristics and Delivery Point(s):

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

5. Substations:

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

6. Rate:

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

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

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

Original SHEET NO. 4

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

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

7. Discount Adjustment:

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

8. Meter Testing and Billing Adjustment:

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

9. Monitoring Uses:

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

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

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

Original SHEET NO. 5

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

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

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

10. Notice of Meter Reading or Test:

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

11. Power Factor:

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

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

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

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

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

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

Original SHEET NO. 6

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

12. Right of Access:

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

13. Continuity of Service:

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

14. Payment of Bills:

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

15. Transmission Emergency Control Program:

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

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

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

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

Original SHEET NO. 7

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

a. Purpose:

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

b. Procedures:

(1) Awareness:

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

(2) Localized Emergency:

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

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

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

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

Original SHEET NO. 8

Big Rivers Electric Corporation
(Name of Utility)

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RULES AND REGULATIONS

(3) Widespread Emergency:

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

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

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

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

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

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

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

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

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

Original SHEET NO. 9

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

- (b) If the system damages are so extensive that restoration with local or system labor only would result in prohibitively long outages, the SRC along with the transmission department and the member cooperative coordinator(s), determines what additional equipment and labor is needed.
- (c) The SRC conveys to the western area regional work plan coordinator the time, place and amount of needed equipment and labor. The coordinator arranges to meet these needs from neighboring utilities.
- (d) The SRC establishes a sequence of repair. This sequence is determined by working with the affected member cooperative coordinators who will have prioritized the restoration of their affected substations. The member cooperatives have chosen not to determine case specific restoration priorities due to the number of variables that are unpredictable (i.e. weather, restoration times for various subs, time of day, personnel available, etc.). They maintain a list of critical consumers and this list helps determine the sequence of restoration.
- (e) The SRC monitors the progress of the restoration effort and conveys this information to the appropriate individuals for public dissemination.
- (f) Upon completion of restoration of service, the emergency is declared ended.
- (g) Effectiveness and timeliness of the restoration is reviewed by the Big Rivers' Operation Committee for possible procedural improvements.

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

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

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

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

16. Generation Deficiency Emergency Control Program:

a. Purpose:

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

(b) Procedures:

(1) Awareness:

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

(2) Sequential Steps of Action:

- (a) Determine capacity shortage based on generation limitations, pending weather forecast conditions and forecasted load requirements.
- (b) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
- (c) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
- (d) Curtail off-system short-term capacity sales.
- (e) Initiate startup of standby or reserved coal-fired generation if purchase power is unavailable. Startup of reserve generation (if any) will be initiated only to serve firm load requirements.

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

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

Original SHEET NO. 11

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

- (f) Start combustion turbine.
- (g) Implement a request to other utilities for emergency power purchases to meet firm load requirements.
- (h) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (i) Issue public appeals for all member cooperative consumers, to reduce power usage on a voluntary basis, including direct calls to large industrial consumers, including implementing procedures of the Seller's Voluntary Price Curtailable Service Rider.
- (j) Initiate a voltage reduction action through Big Rivers' transmission facility controls as well as working with the member cooperative representatives to accomplish this action at the distribution substations.
- (k) Implement curtailment of off-system firm power sales.
- (l) Implement curtailment of power to industrial consumers (on a rotating type basis as needed.)
- (m) Request load curtailment of member cooperatives. Determine amounts of load reduction required of each cooperative and the anticipated length of curtailment. The member cooperatives will reduce load in accordance with their curtailment plan. Their curtailment will be developed considering the essential loads on their systems.

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

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

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

Original SHEET NO. 12

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

17. Fuel Emergency Control Program:

a. Purpose:

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

b. Procedures:

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

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

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

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

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

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ISSUED BY Mark C. Bailey Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
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Issued By Authority of PSC Case No. 2007-00455, Order dated March 6, 2009

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

Original SHEET NO. 13

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

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

- (d) Reduce or completely curtail non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
 - (e) Implement corporate energy conservation measures in the generating plants, transmission system, and office buildings.
- (2) To be initiated when fuel supplies are less than 25 days' operation at the daily burn rate resulting after implementation of the actions in the above Section (1) of coal-fired generation and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) At coal-fired generating plants, substitute the use of oil or natural gas for coal as permitted by plant design, oil storage facilities and oil/natural gas availability.
 - (c) Curtail off-system short-term capacity sales.
 - (d) Arrange economic power purchases from off-system sources as required to serve firm load commitments (and non-firm commitments if economically feasible).
 - (e) Investigate possible fuel exchanges/purchases with neighboring utilities.
 - (f) Thorough use of the news media and working with the member distribution system contracts direct consumers appeal to all consumers to voluntarily reduce their use of electric energy as much as possible, and in any case endeavor to reduce the non-essential usage of electricity.

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

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

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

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

Original SHEET NO. 14

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

- (3) To be initiated – in the order indicated below – when fuel supplies are less than 20 days' operation of coal-fired plants at the daily burn rate resulting after implementation of the actions in the above Sections (1) and (2) and continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives of the number of days' burn remaining.
 - (b) Reduce or completely curtail all non-firm power sales starting with the lowest price transactions as influenced by term of commitment.
 - (c) Implement curtailment of off-system firm power sales.
- (4) To be initiated when fuel supplies are less than 15 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2) and (3) and a continued downward trend in coal stocks is anticipated.
- (a) Advise all Member Cooperatives of number of days' burn remaining.
- (5) To be initiated when fuel supplies are less than 10 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), and (4) and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
 - (b) Discontinue all emergency deliveries to neighboring utilities unless so ordered otherwise by the KPSC or FERC.
 - (c) Implement rolling native load curtailments.

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

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

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

Original SHEET NO. 15

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

- (d) Member Cooperatives are requested to maintain a minimum service level which is not greater than that required for protection of human life and safety, protection plant facilities, and employees' security.
- (5) To be initiated as a measure of last resort when fuel supplies are decreased to 5 days' operation of coal-fired generation at the daily burn rate resulting after implementation of the actions in the above Sections (1), (2), (3), (4), and (5) and a continued downward trend in coal stocks is anticipated:
- (a) Advise all Member Cooperatives that this level of fuel supplies has been reached.
- (b) As a last resort, implement load shedding procedures for both Member Cooperatives and off-system customers as required to preserve the integrity of the electrical system. This procedure shall be coordinated with the Member Cooperatives in order to assure the minimum impact upon those services which are necessary for the protection of physical facilities.
- (c) Termination of Energy Emergency:
- The Fuel Emergency Control Program shall be terminated upon notice to the Commission, when the remaining days of operation of coal-fired generation is at least 30 days, coal deliveries have been resumed, and there is reasonable assurance the coal stocks are being restored to adequate levels.

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

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

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

Original SHEET NO. 16

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

B. SPECIAL RULES - CABLE TELEVISION ATTACHMENT

1. Establishing Pole Use:

- a. Before a CATV operator shall make use under this tariff of any of the facilities of Big Rivers, it shall notify Big Rivers in writing of its intent and shall comply with the procedures established by Big Rivers. The CATV operator shall furnish Big Rivers detailed construction plans and drawings, together with necessary maps, indicating the specific poles of Big Rivers upon which attachments are proposed, the number and character of the attachments to be on such poles, the rearrangements of Big Rivers' fixtures and equipment necessary for the attachments, and relocations or replacements of existing poles, and any additional poles required by the CATV operator.
- b. Big Rivers shall, on the basis of such detailed construction plans and drawings, submit to the CATV operator a cost estimate (including overhead and less salvage value of materials) of all changes that may be required. Upon written notice by the CATV operator to Big Rivers that the cost estimate is approved, Big Rivers shall proceed with the necessary changes. Upon completion of all changes, the CATV operator shall have the right hereunder to make attachments in accordance with the terms of this tariff. The CATV operator shall, at its own expense, make attachments in such manner as not to interfere with the service requirements of Big Rivers.
- c. Upon completion of all changes, the CATV operator shall pay Big Rivers the actual cost (including overhead and less salvage value of materials) of making such changes. The obligations of the CATV operator hereunder shall not be limited to amounts shown on estimates made by Big Rivers hereunder.
- c. Any clearing of existing rights-of-way and any tree trimming necessary for the establishment of attachments hereunder shall be performed by the CATV operator.

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

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

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

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

Original SHEET NO. 17

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

- e. All poles and appurtenances to which attachments have been made under this tariff shall remain the property of Big Rivers, and any payments made by the CATV operator under this tariff for changes in Big Rivers' facilities shall not entitle the CATV operator to the ownership of any of said facilities.
- f. Any changes necessary for correction of a substandard installation made by the CATV operator, where notice of intent had not been given, shall be billed at an amount equal to twice the charges that would have been imposed if the attachment had been properly authorized.

2. Easements and Rights-of-Way:

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

3. Maintenance of Poles, Attachments and Operation:

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

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

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

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

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

Original SHEET NO. 18

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

- c. Any attachment of CATV which does not conform to the specifications set out in this tariff shall be brought into conformity herewith as soon as practical. Big Rivers reserves the right to inspect each new installation on its poles and in the vicinity of its lines or appurtenances. Such inspection made or not, shall not operate to relieve the CATV operator of any responsibility, obligation or liability assumed under this tariff.
- d. Big Rivers reserves to itself, its successor and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its own service requirements. Big Rivers shall not be liable to the CATV operator for any interruption of service or for interference with the operation of its cables, wire and appliances when such conditions are caused by situations beyond Big Rivers' control.
4. Inspections:
- a. Periodic Inspection:
- Any unauthorized or unreported attachment by a CATV operator will be billed at two times the amount that would have been due had the installation been made the day after the last inspection preceding discovery of the attachment.
- b. Make-Ready Inspection:
- Actual expenses, plus appropriate overhead charges, incurred by Big Rivers in any "make-ready" or "walk-through" inspection required of Big Rivers will be paid for by the CATV operator.
5. Insurance or Bond:
- a. The CATV operator shall defend, indemnify and save harmless Big Rivers from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature, including, but not limited to, costs and expenses of defending against the same and payment of any settlement or judgment therefor,

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

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

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

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

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

- b. The CATV operator will provide coverage as follows from a company authorized to do business in the Commonwealth of Kentucky:
- (1) Protection for its employees to the extent required by Workers' Compensation Laws of Kentucky.
 - (2) Public liability coverage with separate coverage for each town or city in which the CATV operator operates under this contract to a minimum amount of \$1,000,000 for each person and \$1,000,000 for each accident or personal injury or death, and \$25,000 as to the property of any one person, and \$100,000 as to any one accident of property damage.
 - (3) Naming Big Rivers Electric Corporation as an additional insured.
- d. Before beginning operations under this tariff, the CATV operator shall cause to be furnished to Big Rivers a certificate evidencing the existence of such coverage. Each policy required hereunder shall contain a contractual endorsement written as follows:

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

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

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

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

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

Original SHEET NO. 20

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

6. Change of Use Provision:

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

7. Abandonment:

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

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

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

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

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

Original SHEET NO. 21

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

8. Right of Others:

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

9. Payment of Taxes:

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

10. Bond or Deposit for Performance:

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

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

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

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

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

Original SHEET NO. 22

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

11. Use of Anchors:

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

12. Discontinuance of Service:

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

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

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

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

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

Original SHEET NO. 23

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

C. ELECTRIC SERVICE

1. Applicable:

In all territory served by Cooperative's transmission system.

2. Availability:

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

3. Term:

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

4. Rates:

a. Intentionally Left Blank.

b. Intentionally Left Blank.

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

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

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

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

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

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

Original SHEET NO. 24

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

- (1) A Demand Charge of:
All kW of billing demand at \$7.37 per kilowatt.
Plus,
- (2) An Energy Charge of:
All kWh per month at \$0.02040 per kWh.
- (3) No separate transmission or ancillary services charges shall apply to these rates.
- (4) The following adjustment clauses and riders shall apply to service under this tariff:

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

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

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

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

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

Original SHEET NO. 25

Big Rivers Electric Corporation
 (Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

(5) Billing Form:

INVOICE

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

TO: Member Distribution
 SERVICE FROM

mm/dd/yyyy THRU ACCOUNT mm/dd/yyyy COINCIDENTAL PEAK m/dd time

SUBSTATION	COINCIDENTAL		L.F.	PREVIOUS	PRESENT		kW/kWh
Rural Delivery Points	KW	kWhh	COIN.	READING	READING	DIFF.	MULTI.
TOTAL	_____	_____					

DEMAND _____ kW TIMES \$0.00 EQUALS \$0.00

ENERGY _____ kW TIMES \$0.00 EQUALS \$0.00

POWER FACTOR PENALTY _____ kW TIMES \$0.00 EQUALS \$0.00

ADJUSTMENT _____ kW TIMES \$0.00 EQUALS \$0.00

FUEL ADJUSTMENT CLAUSE _____ kWh TIMES \$0.00 EQUALS \$0.00

ENVIRONMENTAL SURCHARGE _____ kWh TIMES \$0.00 EQUALS \$0.00

UNWIND SURCREDIT _____ kWh TIMES \$0.00 EQUALS \$0.00

MEMBER RATE STABILITY MECHANISM _____ AMOUNT \$0.00

REBATE ADJUSTMENT _____ AMOUNT \$0.00

ADJUSTMENT _____ kWh TIMES \$0.00 EQUALS \$0.00

RURAL ECONOMIC RESERVE _____ kWh TIMES \$0.00 EQUALS \$0.00

TOTAL AMOUNT DUE \$0.00
 MILLS PER kWh \$0.00

LOAD FACTOR	
COINCIDENT	BILLED
0%	0%

POWER FACTOR		
BASE	AVERAGE	PEAK
0%	0%	0%

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

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

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

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

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

Original SHEET NO. 26

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

5. [INTENTIONALLY LEFT BLANK]

DATE OF ISSUE December 28, 2007 DATE EFFECTIVE July 17, 2009

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

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

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

Original SHEET NO. 27

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

6. [INTENTIONALLY LEFT BLANK]

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

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

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

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

Original SHEET NO. 28

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

7. BIG RIVERS LARGE INDUSTRIAL CUSTOMER RATE:

a. Availability:

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

b. Term of the Rate Schedule:

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

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

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

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

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

Original SHEET NO. 29

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

c. Rates:

(1) Rates Separate for Each Large Industrial Customer:

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

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

(a) A Demand Charge of:

All kW of billing demand at \$10.15 per kilowatt.

Plus,

(b) An Energy Charge of:

All kWh per month at \$0.013715 per kWh.

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

d. Charges:

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

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

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

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

For All Territory Served By
Cooperative's Transmission System
P.S.C.KY.NO. 23
Original SHEET NO. 30

Big Rivers Electric Corporation
(Name of Utility)

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

RULES AND REGULATIONS

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

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

f. Billing:

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

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

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

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

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

Original SHEET NO. 31

Big Rivers Electric Corporation
 (Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

g Billing Form:

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

To: LARGE INDUSTRIAL
 CUSTOMER
 USAGE DEMAND

SERVICE
 TIME

FROM
 DAY
 MM/DD

MM/DD/YY
 METER

THRU

MM/DD/YYYY
 MULTIPLIER kW

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

LOAD FACTOR
 ACTUAL BILLED
 \$0 \$0

POWER FACTOR
 BASE AVERAGE PEAK
 \$0 \$0 \$0

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

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

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

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

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

Original SHEET NO. 32

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

B. CABLE TELEVISION ATTACHMENT:

1. Applicability:

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

2. Availability:

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

3. Rental Charge:

The yearly rental charges shall be as follows:

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

4. Billing:

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

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

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

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

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

Original SHEET NO. 33

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

5. Specifications:

- a. The attachments covered by this tariff shall at all times conform to the requirements of the National Electrical Safety Code, 1981 Edition, and subsequent revisions thereof, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.
- b. The strength of poles covered by this agreement shall be sufficient to withstand the transverse and vertical load imposed upon them under the storm loading of the National Electrical Safety Code assumed for the area in which they are located.

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

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

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

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

Original SHEET NO. 34

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

6. Billing Form:

INVOICE

Cable Television

INVOICE NO. _____

DESCRIPTION

Date _____

Re: Cable Television Attachment Agreement

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

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

Terms: Net Fifteen (15) Days

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

Total Amount Due: _____

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

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

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

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

Original SHEET NO. 35

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

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

a. Availability:

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

b. Applicability of Service:

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

c. Terms and Conditions:

- (1) The cogeneration or small power production facility must have a total design capacity over 100 kW.
- (2) All power from a QF purchased under this tariff will be sold to Big Rivers.
- (3) The QF must provide good quality electric power within a reasonable range of voltage, frequently, flicker, harmonic currents, and power factor.
- (4) QF shall provide reasonable protection for Big Rivers and the Member Cooperative's system.

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

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

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

Original SHEET NO. 36

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

- (5) QF shall design, construct, install, own, operate, and maintain the Qualifying Facility in accordance with all applicable codes, laws, regulations, and generally accepted utility practices.
- (6) QF shall reimburse Big Rivers and the Member Cooperative for all costs incurred as a result of interconnecting with the QF, including operation, maintenance, administration, and billing.

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

d. Definitions:

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

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

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

Original SHEET NO. 37

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

- (3) QF – “QF” means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of Section 4 of 807 KAR 5:054.
- (4) Inter Utility Market – “Inter Utility Market” means any supplier of wholesale electric service to Big Rivers other than SEPA and the City of Henderson’s Station Two.

e. Rates for Purchases from QFs:

(1) Capacity Purchase Rates:

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

Determination of CAP:

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

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

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

For All Territory Served By
Cooperative's Transmission System
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Original SHEET NO. 38

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

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

(2) Firm Energy Purchase Rates:

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

f. Payment:

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

g. System Emergencies:

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

h. Interconnection:

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

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

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For All Territory Served By
Cooperative's Transmission System
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Original SHEET NO. 39

Big Rivers Electric Corporation
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_____ SHEET NO. _____

RULES AND REGULATIONS

Section 6 and the interconnection agreement.

i. Loss Compensation:

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

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

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

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

Original SHEET NO. 40

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

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

a. Availability:

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

b. Applicability:

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

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

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

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

For All Territory Served By
Cooperative's Transmission System
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Original SHEET NO. 41

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

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

c. Definitions:

- (1) Big Rivers – “Big Rivers” shall mean Big Rivers Electric Corporation.
- (2) Member Cooperative – As of the effective date of this tariff, “Member Cooperatives” means collectively, Kenergy Corp., Jackson Purchase Energy Corporation and Meade County Rural Electric Cooperative Corporation.
- (3) Off-System Sales Transaction – “Off-System Transaction” means sales of electric energy by Big Rivers other than to the Member Cooperatives and Henderson Municipal Power and Light.
- (4) QF – “QF” means a cogeneration or small power production facility meeting the criteria for Qualifying Facility of Section 4 of 807 KAR 5:054.
- (5) QF Member – “QF Member” means a member of a Member Cooperative with a QF.
- (6) Third Party Supplier – “Third Party Supplier” means any supplier of wholesale electric service to Big Rivers other than SEPA and Henderson Municipal Power and Light.

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

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

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Cooperative's Transmission System
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Original SHEET NO. 42

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

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d. Conditions of Service:

To receive service hereunder, the Member Cooperative must:

- (1) Obtain from the QF Member an executed, written contract for electric service hereunder on terms acceptable to Big Rivers. Such contract shall set forth any specific arrangements between the parties based on individual circumstances and shall:
 - (i) Specify the maximum capacity to be made available to the QF Member on an unscheduled basis in any hour (Maximum Unscheduled Capacity), and
 - (ii) If desired by the QF Member, specify the terms and conditions for the delivery of Maintenance Service, and
 - (iii) If desired by the QF Member, specify the capacity of on-site generation for which interruptible unscheduled back-up and interruptible scheduled maintenance power may be provided, and
 - (iv) Specify any other term or condition which the Member Cooperative or Big Rivers may require for service used by a QF Member, taking into account the nature of use, the quality used, the quantity used, the time when used, the purpose for which used, and any other reasonable consideration, and

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

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

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

Original SHEET NO. 43

Big Rivers Electric Corporation
(Name of Utility)

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_____ SHEET NO. _____

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- (2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding the power supply for the QF Member.
- e. For each QF Member, the Member Cooperative will be billed monthly for:
- (1) Supplementary Service (capacity and energy).
- (2) Unscheduled Back-up Service, if any (capacity charge only).
- (3) Maintenance Service (capacity and energy), if any.
- (4) Excess Demand, if any.
- (5) Additional charges, if any.
- f. Monthly Charges for Sales to a Member Cooperative for Service to a QF Member:
- (1) Supplementary Service:
- Supplementary demand shall be the QF Member's highest actual demand (adjusted for distribution losses if applicable) measured during the month, excluding Scheduled Maintenance Demand up to but not exceeding the actual measured demands in each demand interval during a Maintenance Schedule, and supplementary

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

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For All Territory Served By
Cooperative's Transmission System
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Original SHEET NO. 44

Big Rivers Electric Corporation
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CANCELLING P.S.C.KY.NO. _____

_____ SHEET NO. _____

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

(2) **Unscheduled Back-up Service:**

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

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

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

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ISSUED BY Michael C. Baird Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

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

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Cooperative's Transmission System
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Original SHEET NO. 45

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

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

(3) Maintenance Service:

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

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

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

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

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

For All Territory Served By
Cooperative's Transmission System
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RULES AND REGULATIONS

- (ii) Winter on-peak usage is defined as power requirements occurring between the hours beginning 6:00 am and ending 10:00 pm on any weekday from December 1 through March 31.
- (iii) Off-peak usage is defined as all power requirements not included in paragraph (i) or (ii).

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

- (1) \$1.835 PER kW OF Scheduled Maintenance Demand per week, plus
\$0.0204 per kWh of Maintenance Energy; or
- (2) 110% of the price at the time of scheduling of a block of energy obtainable by Big Rivers in the futures market which is sufficient to meet the Member Cooperative's scheduled Maintenance Service requirements.
- (3) The charges for Off-peak Maintenance Service shall be:
\$1.835 per kW of Scheduled Maintenance Demand per week, plus

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

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

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

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Cooperative's Transmission System
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Original SHEET NO. 47

Big Rivers Electric Corporation
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_____ SHEET NO. _____

RULES AND REGULATIONS

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

(4) Excess Demand:

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

- (i) One hundred-ten percent (110%) of
Big Rivers' actual cost, including
transmission service, to import energy
from a third Party supplier to supply the
Excess Demand of the Member Cooperative
for the QF Member; or
- (ii) If it is not necessary for Big Rivers to
import energy from a Third Party Supplier,
charges for Excess Demand shall be the
greater of: a) \$7.37 per kW times the
highest Excess Demand recorded during
the month: or b) 110% of the highest price
received by Big Rivers during an
Off-System Sales Transaction during the
month times the sum of the Excess
Demands measured during the month.

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

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

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

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

For All Territory Served By
Cooperative's Transmission System
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Original SHEET NO. 48

Big Rivers Electric Corporation
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_____ SHEET NO. _____

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provide Excess Demand.

(5) Additional Charges:

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

(6) Interruptible Service:

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

g. Interconnections:

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

h. System Emergencies:

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

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

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

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

For All Territory Served By
Cooperative's Transmission System
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Original SHEET NO. 49

Big Rivers Electric Corporation
(Name of Utility)

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_____ SHEET NO. _____

RULES AND REGULATIONS

i. Loss Compensation:

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

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

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

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Cooperative's Transmission System
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Original SHEET NO. 50

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

_____ SHEET NO. _____

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j. BILLING FORM:

INVOICE

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

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

DEMAND /	TIME / DAY	METER	MULTI.	kW DEMAND
POWER FACTOR	BASE	PEAK	AVERAGE	BILLED
SUPPLEMENTAL DEMAND				kW BILLED
UNSCHEDULED BACK-UP DEMAND				kW BILLED
MAINTENANCE DEMAND				kW BILLED
EXCESS DEMAND				kW BILLED
CUMULATIVE EXCESS DEMAND				kW BILLED
ENERGY	PREVIOUS	PRESENT	DIFFERENCE	MULTI. kWh USED
SUPPLEMENTAL ENERGY				kWh USED
MAINTENANCE ENERGY				kWh USED
SUPPLEMENTARY SERVICE				
DEMAND			kW TIMES \$ _____	EQUALS \$ _____
P/F PENALTY			kW TIMES \$ _____	EQUALS \$ _____
ENERGY			kWh TIMES \$ _____	EQUALS \$ _____
SUBTOTAL				\$ _____
UNSCHEDULED BACK-UP SERVICE				
DEMAND			kW TIMES \$ _____	EQUALS \$ _____
MAINTENANCE SERVICE ON-PEAK				
DEMAND PER-WEEK (IF APPLICABLE))			kW TIMES \$ _____	EQUALS \$ _____
ENERGY (IF APPLICABLE))			kWh TIMES \$ _____	EQUALS \$ _____
SCHEDULED ENERGY BLOCK (IF APPLICABLE)				
TOTAL AMOUNT DUE				\$ _____

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OFF-PEAK

DEMAND PER-WEEK	kW	TIMES	\$ _____	EQUALS \$ _____
ENERGY	kWh	TIMES	\$ _____	EQUALS \$ _____
SUBTOTAL				\$ _____

EXCESS SERVICE

EXCESS DEMAND (IF APPLICABLE)	kW	TIMES	\$ _____	EQUALS \$ _____
CUMULATIVE EXCESS DEMAND (IF APPLICABLE)	kW	TIMES	\$ _____	EQUALS \$ _____
IMPORTED EXCESS ENERGY (IF APPLICABLE)	kWh	TIMES	\$ _____	EQUALS \$ _____
TOTAL AMOUNT DUE				\$ _____

ADDITIONAL CHARGES

TOTAL AMOUNT DUE \$ _____

LOAD FACTOR

ACTUAL MILLS PER kWh

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

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

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

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

For All Territory Served By
Cooperative's Transmission System
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Original SHEET NO. 52

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

10. BIG RIVERS LARGE INDUSTRIAL CUSTOMER EXPANSION RATE:

a. Applicability:

This schedule shall be applicable as follows:

- (1) To purchases made by a Member Cooperative for service to any New Customer initiating service after August 31, 1999, including New Customers with a QF as defined in Rate Schedule 9, that either initially contracts for five (5) MWs or more of capacity or whose aggregate peak load at any time amounts to five (5) MWs or greater (including any later increases to such load) in which case the entire load shall be thereafter subject to this rate schedule.
- (2) To purchases made by a Member Cooperative for expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where:
(i) the customer was in existence and served under the then effective Big Rivers Large Industrial Customer Rate Schedule any time during the Base Year and, (ii) the expanded load requirements are increases in peak load which in the aggregate result in a peak demand which is at least five (5) MWs greater than the customer's Base Year peak demand.
- (3) To purchases made by a Member Cooperative for the expanded load requirements of Existing Customers, including Existing Customers with a QF as defined in Rate Schedule 9, where: (i) the customer's load was in existence and served through a Rural Delivery Point as defined in A.1.a.(3) of this Transaction Tariff; (ii) the expanded load requirements are increases in peak load which in aggregate result in a peak demand which is at least

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

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

b. Availability:

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

c. Conditions of Service:

To receive service hereunder, the Member Cooperative must:

- (1) Obtain from the customer an executed written contract or amend an existing contract, for electric service hereunder with terms acceptable to Big Rivers.
- (2) Enter into a contract with Big Rivers, or amend an existing contract with Big Rivers, to specify the terms and conditions of service between Big Rivers and the Member Cooperative regarding power supply for the customer.

d. Definitions:

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

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

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

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

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

Original SHEET NO. 54

Big Rivers Electric Corporation
(Name of Utility)

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

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RULES AND REGULATIONS

- (2) Big Rivers – “Big Rivers” shall mean Big Rivers Electric Corporation.
- (3) Existing Customer – “Existing Customer” shall mean any customer of a Member Cooperative served as of August 31, 1999.
- (4) Member Cooperatives – As of the effective date of this tariff, “Member Cooperatives” shall mean collectively, Kenergy Corp., Jackson Purchase Energy Corporation, and Meade County Rural Electric Cooperative Corporation.
- (5) New Customer – “New Customer” shall mean any customer of a Member Cooperative commencing service on or after September 1, 1999.
- (6) OATT – “OATT” shall mean Big Rivers’ effective Open Access Transmission Tariff filed at the Federal Energy Regulatory Commission and/or the Kentucky Public Service Commission.
- (7) SEPA – “SEPA” shall mean the Southeastern Power Administration.
- (9) Special Contract Rate – “Special Contract Rate” shall mean a rate negotiated with a Distribution Cooperative to serve the load requirements of a New Customer or an Existing Customer, which will include, upon request by the Distribution Cooperative, rates based on Real Time Pricing.

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

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For All Territory Served By
Cooperative's Transmission System
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Original SHEET NO. 55

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(Name of Utility)

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e. Expansion Demand and Expansion Energy:

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

f. Rates and Charges:

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

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

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For All Territory Served By
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Original SHEET NO. 56

Big Rivers Electric Corporation
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(1) Expansion Demand and Expansion Energy Rates:

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

(2) Expansion Demand Transmission Rate

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

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

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

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

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

(4) Big Rivers Adder

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

g. Meters

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

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

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

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Big Rivers Electric Corporation
(Name of Utility)

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

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g. BILLING FORM:
INVOICE

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

TO: LARGE INDUSTRIAL CUSTOMER EXPANSION ACCOUNT
DELIVERY POINTS SERVICE FROM / / THRU / /
USAGE:
DEMAND / TIME / DAY METER MULTI. kW DEMAND
POWER FACTOR BASE PEAK AVERAGE BILLED
EXPANSION DEMAND kW BILLED
ENERGY PREVIOUS PRESENT DIFFERENCE MULTI. kWh USED
EXPANSION ENERGY kWh USED

EXPANSION DEMAND & EXPANSION ENERGY

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

EXPANSION DEMAND TRANSMISSION

LOAD RATIO SHARE OF NETWORK LOAD \$ _____

EXPANSION DEMAND & EXPANSION ENERGY ANCILLARY SERVICES

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

BIG RIVERS ADDER

EXPANSION DEMAND kW TIMES \$ _____ EQUALS \$ _____

TOTAL AMOUNT DUE \$ _____

LOAD FACTOR

ACTUAL MILLS PER kWh

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

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

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

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

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

a. Availability:

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

b. Conditions of Service:

- (1) Any request for curtailment under this Rider shall be made by Big Rivers through its Members Cooperatives. Each request for curtailment made by Big Rivers shall set forth the Terms of Curtailment in accordance with this Rider.
- (2) Each curtailment will be voluntary and the Member Cooperative may accept or decline the Terms of Curtailment offered by Big Rivers.
- (3) Big Rivers and the Member Cooperative shall mutually agree upon the method which shall be used to notify each CS Customer of a curtailment request under the provisions of this Rider. The method shall specify the means of communicating such curtailment (e.g., telephone, pager) and shall designate the CS Customer's representative(s) to receive said notification. The Member Cooperative is ultimately responsible for delivering and acting upon a curtailment notification from Big Rivers.
- (4) Big Rivers will endeavor to provide as much advance notice as possible of requests for curtailments under this Rider including an estimate of the duration of such curtailments. However, upon acceptance of the Terms of Curtailment, the load of the CS Customer, subject to those terms, shall be curtailed with as little as one (1) hour of advance notification.

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- (5) No responsibility or liability of any kind shall attach to or be incurred by Big Rivers for, or on account of, any loss, cost, expense or damage caused by or resulting from, either directly or indirectly, any notice of curtailment or curtailment of service under the provisions of this Rider.
- (6) Big Rivers reserves the right to require verification of a CS Customer's ability to curtail its load. Inability to provide verification will be considered by Big Rivers when prioritizing requests for curtailment.
- (7) The Member Cooperative shall not receive a Curtailment Savings Payment for any curtailment period in which a CS Customer's curtailable load is already down for an extended period due to a planned or unplanned outage as a result of vacation, renovation, repair, refurbishment, force majeure, strike or any event other than the customer's normal operating conditions.

c. CS Curtailment Profiles:

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

- (1) The maximum number of hours per day that the CS Customer has the ability to curtail.
- (2) The maximum number of days and maximum number of consecutive days by month that the CS Customer has the ability to curtail.
- (3) The Minimum Curtailment Price at which each CS Customer is willing to Curtail.
- (4) The Minimum Curtailable Demand and the Maximum Curtailable Demand curtailable by the CS Customer upon request.

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

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

d. Curtailed Demand and Energy:

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

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

e. Terms of Curtailment:

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

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

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(Signature of Officer)

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- (2) The requested curtailment duration in clock hours to be established by Big Rivers.
- (3) The Curtailment Price to be paid by Big Rivers for each curtailment. The Curtailment Price shall be determined by Big Rivers on a case by case basis but in each case shall not be less than the Minimum Curtailment Price.
- (4) The Member Cooperative shall specify or arrange for the CS Customer to specify:
 - a. The demand in kW (Curtailable Demand) that will be curtailed during the curtailment period, which shall not be less than the Minimum Curtailable Demand.
 - b. The Maximum Curtailment Period Demand (MCPD) to be purchased by the CS Customer during the curtailment period, which shall be the maximum hourly demand to be delivered by Big Rivers to the Member Cooperative for resale to the CS Customer.

f. Curtailment Savings Payment:

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

g. Monthly Savings Payment:

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

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

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For All Territory Served By
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Expenses, Account 557 – Other Expenses, such that the separate identity of this cost is preserved.

h. Charges For Excess Energy:

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

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

i. Term:

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

j. Special Terms and Conditions:

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

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

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For All Territory Served By
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Original SHEET NO. 64

Big Rivers Electric Corporation
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12. INTENTIONALLY LEFT BLANK

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For All Territory Served By
Cooperative's Transmission System
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Original SHEET NO. 65

Big Rivers Electric Corporation
(Name of Utility)

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13. RENEWABLE RESOURCE ENERGY SERVICE TARIFF RIDER:

a. Applicability:

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

b. Availability:

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

c. Conditions of Service:

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

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

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

d. Monthly Rate:

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

e. Billing:

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

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ISSUED BY Frank C. Bink Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
(Signature of Officer)

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f. INTENTIONALLY LEFT BLANK

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ISSUED BY *Mark S. Bailey* Big Rivers Electric Corporation, 201 3rd St., Henderson, KY 42420
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15. REBATE ADJUSTMENT:

Applicability:

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

Availability:

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

Definitions:

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

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

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

Rebate Adjustment:

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

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

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(Signature of Officer)

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16. ENVIRONMENTAL SURCHARGE:

Applicability:

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

Availability:

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

Rate:

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

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

$$\text{MESF} = \text{CESF} - \text{BESF}$$

MESF = Monthly Environmental Surcharge Factor

CESF = Current Environmental Surcharge Factor

BESF = Base Environmental Surcharge Factor of \$0.00000/kWh

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

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(Signature of Officer)

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Definitions:

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

Where:

- (a) OE represents the Monthly Pollution Control Operating Expenses, defined as the operating and maintenance expense and emission allowance expense of approved environmental compliance plans;
 - (b) BAS is the net proceeds from By-Products and Emission Allowance Sales, and;
 - (c) (Over) or Under recovery amount as amortized from prior six-Month period.
- (2) Total $E(m)$ is multiplied by the Jurisdictional System Allocation Ratio to arrive at Net $E(m)$. The Jurisdictional System Allocation Ratio is the ratio of the kWh sales to Member Systems to which the Surcharge will be applied, ending with the current expense month, divided by the kWh sales to Jurisdictional sales, off-system sales, and Supplemental or Back-Up sales to the Smelters supplied from Big Rivers' generation resources during the month.
- (3) Jurisdictional sales $S(m)$ is the kWh sales for Big Rivers for the current expense month.
- (4) The current expense month (m) shall be the second month preceding the month in which the Environmental Surcharge is billed.

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

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

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

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

17. FUEL ADJUSTMENT CLAUSE:

Applicability:

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

Availability:

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

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

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

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

- (2) Fuel cost (F) shall be the most recent actual monthly cost of:
- (a) Fossil fuel consumed in the utility's own plants, and the utility's share of fossil and nuclear fuel consumed in jointly owned or leased plants, plus the cost of fuel which would have been used in plants suffering forced generation or transmission outages, but less the cost of fuel related to substitute generation, plus

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

Original SHEET NO. 74

Big Rivers Electric Corporation
(Name of Utility)

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

_____ SHEET NO. _____

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- (b) The actual identifiable fossil and nuclear fuel costs associated with energy purchased for reasons other than identified in paragraph (c) below, but excluding the cost of fuel related to purchases to substitute the forced outages, plus
 - (c) The net energy cost of energy purchases, exclusive of capacity or demand charges (irrespective of the designation assigned to such transaction) when such energy is purchased on an economic dispatch basis and exclusive of energy purchases directly related to Supplemental and Back-Up Energy sales to the Smelters. Included therein may be such costs as the charges for economy energy purchased and the charges as a result of scheduled outages, also such kinds of energy being purchased by the buyer to substitute for its own higher cost energy; and less
 - (d) The cost of fossil fuel, as denoted in (2)(a) above, recovered through inter-system sales including the fuel costs related to economy energy sales and other energy sold on an economic dispatch basis.
 - (e) All fuel costs shall be based on weighted average inventory costing.
- (3) Forced outages are all non-scheduled losses of generation or transmission which require substitute power for a continuous period in excess of six (6) hours. Where forced outages are not a result of faulty equipment, faulty manufacture, faulty design, faulty installations, faulty operation, or faulty maintenance, but are Acts of God, riot, insurrection or acts of public enemy, the utility may, upon proper showing, with the approval of the Commission, include the fuel cost of substitute energy in the adjustment.
- (4) Sales (S) shall be kWh sold, excluding inter-system sales and Supplemental and Back-Up Energy sales to the Smelters. Where for any reason, billed system sales cannot be coordinated with fuel costs for the billing period, sales may be equated to the sum of (i) generation, (ii) purchases, (iii) interchange in, less (iv) energy associated with pumped storage operations, less (v) inter-system sales referred to

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P.S.C.KY.NO. 23

Original SHEET NO. 75

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(Name of Utility)

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RULES AND REGULATIONS

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

- (5) The cost of fossil fuel shall include no items other than the invoice price of fuel less any cash or other discounts. The invoice price of fuel includes the cost of the fuel itself and necessary charges for transportation of the fuel from the point of acquisition to the unloading point, as listed in Account 151 of the FERC Uniform System of Accounts for Public Utilities and Licenses.
- (6) Current (m) period shall be the second month preceding the month in which the FAC factor is billed.

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18. MEMBER RATE STABILITY MECHANISM (MRSM).

Applicability:

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

Availability:

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

Definitions:

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

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

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

Member Rate Stability Mechanism (MRSM):

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

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

Expense MITIGATION FACTOR (EMF) AND ADJUSTMENT (EMA)

The EMF shall be the following:

- I. \$0.000 per kWh for the first twelve (12) months following the effective date of this tariff;
- II. \$0.002 per kWh for months 13 through 24 following the effective date of this tariff;
- III. \$0.004 per kWh for months 25 through 36 following the effective date of this tariff; and
- IV. \$0.006 per kWh for months 37 through 48 following the effective date of this tariff:

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

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

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

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19. UNWIND SURCREDIT:

Applicability:

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

Availability:

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

Definitions:

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

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

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

Determination of the US:

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

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US – Surcredit + Actual Adjustment + Balance Adjustment

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

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

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

- (2) The estimated Surcharge value is the annual payments that Big Rivers expects to receive from the Smelters during the upcoming calendar year in accordance with the Wholesale Smelter Agreements at Section 4.11.
- (3) Non-Smelter Sales (NSS) shall be the estimated kilowatt-hour sales for the upcoming calendar year made at wholesale by Big Rivers to its Members under Section C.4 and Section C.7, including the Large Industrial Rate, for resale to Kentucky ratepayers specifically excluding all sales for resale to the Smelters.
- (4) The applicability of the US shall terminate when the funds provided under Section 4.11 of the Wholesale Smelter Agreements are exhausted.

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20. RURAL ECONOMIC RESERVE ("RER") RIDER

Applicability:

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

Availability:

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

Definitions:

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

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

(RER) Adjustment:

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

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

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 (Name of Utility)

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

Billing of RER Credit:

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

Term of RER Rider:

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

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AUG 03 2009
PUBLIC SERVICE
COMMISSION

U.S. DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE

RUS BORROWER DESIGNATION Kentucky 65 Kenergy
Kentucky 62 Big Rivers

THE WITHIN Wholesale Electric Service Agreement (Alcan) dated as of July 1, 2009
by and between Big Rivers Electric Corporation and Kenergy
Corporation.

SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.



FOR THE ADMINISTRATOR

DATED

JUL 16 2009

**WHOLESALE ELECTRIC SERVICE AGREEMENT
(ALCAN)**

Dated as of July 1, 2009,

by and between

BIG RIVERS ELECTRIC CORPORATION

and

KENERGY CORP.

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WHOLESALE ELECTRIC SERVICE AGREEMENT (ALCAN)

This WHOLESALE ELECTRIC SERVICE AGREEMENT (ALCAN) (this “Agreement”) is dated as of July 1, 2009, and made by and between BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric cooperative corporation (“Big Rivers”), and KENERGY CORP., a Kentucky rural electric cooperative corporation (“Kenergy”).

RECITALS

A. Big Rivers is a generation and transmission cooperative and Kenergy is a member of Big Rivers.

B. Kenergy currently supplies and delivers to Alcan Primary Products Corporation, a Texas corporation (“Alcan”), the owner and operator of an aluminum reduction plant in Sebree, Kentucky, electric energy and related services pursuant to an Agreement for Electric Service, dated July 15, 1998, between Henderson Union Electric Cooperative Corp., Kenergy’s predecessor-in-interest, and Alcan Aluminum Corporation, Alcan’s predecessor-in-interest (the “Existing Alcan Agreement”).

C. Kenergy currently purchases electric energy and related services for resale to Alcan from Western Kentucky Energy Corp., an affiliate of E. ON U.S., LLC, formerly known as LG&E Energy Corp. (together with its affiliates and parent, collectively, “LG&E”), under an Agreement for Electric Service, dated as of July 15, 1998, with Kenergy (the “Kenergy/LG&E Contract”).

D. Kenergy also currently purchases additional electric energy and related services for resale to Alcan, to serve the energy requirements of Alcan not provided by LG&E, from third-party energy suppliers, including Big Rivers.

E. The Existing Alcan Agreement and the Kenergy/LG&E Contract were entered into in connection with the consummation of a series of transactions implementing the First Amended Plan of Reorganization of Big Rivers, as part of which, among other things (i) Big Rivers leased its generating facilities to LG&E, and (ii) Big Rivers entered into a power purchase arrangement with LG&E whereby LG&E supplied Big Rivers with electric energy and related services for resale to its Members.

F. Big Rivers, Kenergy, LG&E, Century Aluminum of Kentucky General Partnership (“Century”), and Alcan have agreed to enter into a series of transactions referred to herein as the New Transaction and the Unwind Transaction, as defined below.

G. In connection with and as a condition to the Unwind Transaction, Big Rivers has agreed to supply, and Kenergy has agreed to purchase, a certain amount of wholesale electric service for resale to Alcan on the terms and conditions set forth herein, and Kenergy and Alcan have agreed to enter into a retail electric service agreement, dated as of the date hereof, with obligations corresponding to those set forth in this Agreement (the “Alcan Retail Agreement”).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions. Capitalized terms when used in this Agreement have the meanings specified herein, including the definitions provided in Article 1, unless stated otherwise or the context requires otherwise.

1.1.1 Accounting Principles: Generally accepted accounting principles consistently applied or, if generally accepted accounting principles in accordance with the uniform system of accounts of an applicable Governmental Authority or RUS are required, the generally accepted accounting principles consistently applied in accordance with such uniform system of accounts, each as in effect from time to time.

1.1.2 Affiliate: With respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For avoidance of doubt, no Member is an Affiliate of Big Rivers.

1.1.3 Agreement: As defined in the Preamble.

1.1.4 Alcan: As defined in the Recitals.

1.1.5 Alcan Guarantee: As defined in the Alcan Retail Agreement.

1.1.6 Alcan Parent: Alcan Corporation, a Texas corporation, and parent corporation to Alcan.

1.1.7 Alcan Retail Agreement: As defined in the Recitals.

1.1.8 Ancillary Services: Those services that are necessary to support the transmission of Energy from resources to loads while maintaining reliable operations of Big Rivers' transmission system, as set forth and described in the OATT.

1.1.9 Applicable Law: All laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, interpretations, issuances, enactments, decisions, authorizations, permits or directives of any Governmental Authority having jurisdiction over the matter in question.

1.1.10 Applicable Percentage: The percentage determined in each Fiscal Year that is the quotient of the Base Demand divided by the sum of the Base Demand and the "Base Demand" as defined in and as then in effect under the Century Retail Agreement. If the

Century Retail Agreement is terminated or no longer in effect for any reason, Century's "Base Demand" shall be deemed to be 482 MW for purposes of calculating the Applicable Percentage.

1.1.11 Avoidable Base Charge: The amount in any Billing Month equal to the sum of:

(a) the product of (i) the sum of the Base Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) the amount of Base Fixed Energy that was made available by Alcan to Big Rivers for Surplus Sales, regardless of whether Big Rivers was able to sell such Energy as Surplus Sales;

(b) *plus* the product of (i) the sum of the Base Variable Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) the amount of Base Variable Energy that was made available by Alcan to Big Rivers for Surplus Sales, regardless of whether Big Rivers was able to sell such Energy as Surplus Sales; and

(c) *less* the product of (i) the sum of the Base Variable Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) any Base Fixed Energy or Base Variable Energy made available by Alcan to Big Rivers for Surplus Sales that was neither metered at the Point of Delivery nor sold by Big Rivers as Surplus Sales.

Sample calculations of the Avoidable Base Charge are set forth in Exhibit A.

1.1.12 Back-Up Energy: For any Hour in a Billing Month, the amount of Energy metered at the Point of Delivery during such Hour, less the sum of (i) the Base Demand per Hour less Base Curtailed Energy in such Hour, and (ii) any Supplemental Energy metered at the Point of Delivery during such Hour; *provided*, that the amount of Back-Up Energy may not be less than zero.

1.1.13 Back-Up Energy Charge: As defined in Section 4.4.

1.1.14 Base Curtailed Energy: For any Hour in a Billing Month, the amount of Energy that is either (a) curtailed by Alcan pursuant to Section 4.13.2, or (b) sold by Big Rivers to one or more Third Parties pursuant to (i) Section 4.13.3 as Economic Sales, (ii) Section 10.1 as Surplus Sales, (iii) Section 10.2 as Undeliverable Energy Sales, or (iv) Section 10.3 as Potline Reduction Sales.

1.1.15 Base Demand: 368 MW, or such other amount of electric demand agreed in accordance with Section 3.1, integrated over an Hour.

1.1.16 Base Energy Charge: As defined in Section 4.2.

1.1.17 Base Fixed Energy: For any Billing Month, the product of (a) the Base Demand, (b) the number of Hours in the Billing Month, and (c) 0.98.

1.1.18 Base Hourly Energy: For any Hour in a Billing Month, the amount of Energy equal to the sum of (a) the Energy metered at the Point of Delivery during such Hour less (i) Supplemental Energy and (ii) “Market Energy” as defined under the Alcan Retail Agreement that was purchased by Kenergy from Third Party Suppliers for resale to Alcan, each as metered at the Point of Delivery, if any, and (b) Base Curtailed Energy; *provided*, that for purposes of calculating Base Hourly Energy, the sum of clauses (a) and (b) above during any Hour shall not exceed the Base Demand per Hour.

1.1.19 Base Monthly Energy: The sum of the Base Hourly Energy for all Hours of a Billing Month.

1.1.20 Base Rate: The rate, expressed in dollars per MWh, resulting from the application of the Large Industrial Rate to a load with a 98% load factor, plus \$0.25 per MWh.

1.1.21 Base Variable Energy: For any Billing Month, Base Monthly Energy less Base Fixed Energy, whether positive or negative.

1.1.22 Base Variable Rate: The rate shall be expressed in dollars per MWh, equal to the sum of (i) the “FAC Base” with respect to Big Rivers’ Tariff, (ii) the “Environmental Surcharge Base” with respect to Big Rivers’ Tariff, and (iii) the “Purchased Power Base” as defined in Appendix A.

1.1.23 Big Rivers: As defined in the Preamble.

1.1.24 Big Rivers’ Tariff: Big Rivers’ Rates, Rules and Administrative Regulations For Furnishing Electric Service, as filed with and approved by the KPSC.

1.1.25 Billing Month: Each calendar month during the Service Period.

1.1.26 Budget: The annual operating and capital budget approved by Big Rivers’ Board of Directors that estimates all revenues and expenditures of Big Rivers for a specified Fiscal Year, as amended and in effect from time to time.

1.1.27 Business Day: Mondays through Fridays of each week except legal holidays established by federal law in the United States of America or state law in the Commonwealth of Kentucky.

1.1.28 Buy-Through Energy: As defined in Section 2.3.2(b).

1.1.29 Buy-Through Energy Charge: As defined in Section 4.3.2.

1.1.30 Century: As defined in the Recitals.

1.1.31 Century Retail Agreement: The retail electric service agreement, dated as of the date hereof, by and between Kenergy and Century.

1.1.32 Century Wholesale Agreement: The wholesale electric service agreement, dated as of the date hereof, between Big Rivers and Kenergy for the benefit of Century.

1.1.33 Cut-Off Date: As defined in Section 10.3.6.

1.1.34 Economic Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to the sum of (a) \$157 million, and (b) such additional amount as Big Rivers may designate on or prior to the consummation of the Unwind Transaction, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. The amount designated by Big Rivers pursuant to clause (b) above may not exceed (i) an amount equal to Big Rivers' unrestricted cash on hand following the consummation of the Unwind Transaction *less* \$125 million, and (ii) zero if Big Rivers shall not have prepaid at least \$200 million of obligations owed to RUS debt as part of the Unwind Transaction. No additional principal amounts will be contributed by Big Rivers to the Economic Reserve after the Effective Date.

1.1.35 Economic Sales: As defined in Section 4.13.3.

1.1.36 Effective Date: As defined in Section 6.1.

1.1.37 Electric Services: Electric services including capacity and associated Energy and Transmission Services provided by Big Rivers to Kenergy pursuant to this Agreement for resale to Alcan.

1.1.38 Energy: The flow of electricity denominated in kWh or MWh.

1.1.39 Environmental Surcharge: As defined in Section 4.8.3.

1.1.40 Environmental Surcharge Factor: With respect to any Billing Month, a monthly environmental surcharge factor, expressed in dollars per MWh, that is calculated in accordance with the "Monthly Environmental Surcharge Factor" as defined in Big Rivers' Environmental Surcharge Rider.

1.1.41 Environmental Surcharge Rider: The Environmental Surcharge Rider to Big Rivers' Tariff.

1.1.42 Equity Development Credit: As defined in Section 4.10.

1.1.43 Event of Default: As defined in Section 14.1.

1.1.44 Excess TIER Amount: The amount of the TIER Adjustment, if negative, with respect to any Fiscal Year.

1.1.45 Excess Reactive Demand Charge: As defined in Section 4.6.

1.1.46 Existing Alcan Agreement: As defined in the Recitals.

1.1.47 FAC: The Fuel Adjustment Clause Rider to Big Rivers' Tariff.

1.1.48 FAC Charge: As defined in Section 4.8.1.

1.1.49 FAC Factor: With respect to any Billing Month, the fuel adjustment factor, expressed in dollars per MWh, that is calculated in accordance with the FAC in dollars per kWh.

1.1.50 FERC: Federal Energy Regulatory Commission.

1.1.51 Firm: An obligation to supply Energy subject only to the occurrence of an Uncontrollable Force.

1.1.52 Fiscal Year: The fiscal year of Big Rivers.

1.1.53 Governmental Authority: Any international, national, federal, state, territorial, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity having legal jurisdiction over the matter or Person in question, including the KPSC; *provided, however* that the RUS is not a Governmental Authority for purposes of this Agreement.

1.1.54 Hour or Hourly: A clock hour or per clock hour, respectively.

1.1.55 Imputed Interest: As defined in Section 4.7.5(e).

1.1.56 Interruptible Energy: As defined in Section 2.3.2(a).

1.1.57 Interruptible Energy Charge: As defined in Section 4.3.1.

1.1.58 Interruptible Energy Terms: As defined in Section 2.3.2(a)(i).

1.1.59 Kenergy/LG&E Contract: As defined in the Recitals.

1.1.60 KPSC: Kentucky Public Service Commission.

1.1.61 kW: Kilowatt.

1.1.62 kWh: Kilowatt-hour.

1.1.63 Large Industrial Rate: Big Rivers' Tariff Rate Schedule No. 7 and all applicable rate adjustments thereto but exclusive of (a) the Rebate, (b) the FAC Factor and the Environmental Surcharge Rider, and (c) any roll-in of costs recovered in the Regulatory Account. As of the Effective Date, the Large Industrial Rate will consist of separate rate components for demand and Energy consumption. The Large Industrial Rate subsequently may be defined in terms of more than two separate rate components, including, potentially, separate rate components for transmission services. For the avoidance of doubt, the Large Industrial Rate shall be determined without regard to the effect of the Surcharge, the Rural Economic Reserve, the Economic Reserve or the Transition Reserve.

1.1.64 LG&E: As defined in the Recitals.

1.1.65 Lockbox Agreement: The Security and Lockbox Agreement to be entered into among Alcan, Kenergy, Big Rivers and a depository bank prior to the Effective Date with respect to the payment of certain amounts due by Kenergy to Big Rivers hereunder.

1.1.66 Market Energy: As defined in Section 2.3.2(c).

1.1.67 Market Energy Charge: As defined in Section 4.3.3.

1.1.68 Market Reference Rate: For any Hour, a rate equal to the all-inclusive cost, including transmission and related charges on the transmission system of any Third Party (expressed in dollars per MWh), that Big Rivers estimates, in its sole discretion exercised in good faith, that it would have paid to purchase Energy from a Third Party if there had been no curtailment pursuant Section 4.13.2 during such Hour.

1.1.69 Members: The members of Big Rivers. As of the date hereof, the Members of Big Rivers are Jackson Purchase Energy Corporation, Kenergy, and Meade County Rural Electric Cooperative Corporation.

1.1.70 Model: As defined in Section 1.2(o).

1.1.71 Monthly Charge: As defined in Section 4.1.

1.1.72 MW: Megawatt.

1.1.73 MWh: Megawatt-hour.

1.1.74 Net Margins: Net margins as determined by Accounting Principles. For the avoidance of doubt, Net Margins will include all operating and non-operating margins.

1.1.75 Net Proceeds: The proceeds from the sale of Energy by Big Rivers to Third Parties, net of transaction costs, whenever incurred, and taxes, including Big Rivers' estimated income tax liability on such proceeds without regard to any net operating loss carry-forward of Big Rivers existing on the date of the consummation of the Unwind Transaction, unless and to the extent Big Rivers reasonably determines that such net operating loss carry-forward otherwise would have expired unused.

1.1.76 New Facilities: As defined in Section 4.7.5(e).

1.1.77 New Ratepayer: A Non-Smelter Ratepayer which is (i) interconnected directly with Big Rivers' transmission system, and (ii) first receives electric service at a location served by a meter required for service at such location which meter was installed specifically for new service at such location after the Effective Date. For the avoidance of doubt, Southwire Company is not a New Ratepayer.

1.1.78 New Transaction: The transactions by and between or among one or more of Kenergy, Alcan, Century and Big Rivers related to the supply of Electric Services to

Kenergy under this Agreement and “Electric Services” as defined in the Century Wholesale Agreement and including the Alcan Retail Agreement, the Century Retail Agreement, coordination agreements, lockbox agreements, and all other related agreements.

1.1.79 Non-FAC Purchased Power Adjustment Charge: As defined in Section 4.8.2.

1.1.80 Non-FAC Purchased Power Adjustment Factor: A rate (expressed in dollars per MWh and calculated in accordance with Appendix A in dollars per kWh) for the recovery of purchased power costs that are not otherwise included in the FAC.

1.1.81 Non-Smelter Member Rates: Big Rivers’ tariff rates applicable to sales of electric services to Members for resale to Non-Smelter Ratepayers and all applicable rate adjustments thereto but exclusive of (a) the Rebate and (b) the FAC Factor and the Environmental Surcharge Rider. For the avoidance of doubt, the Non-Smelter Member Rates shall be determined without regard to the effect of the Surcharge, the Rural Economic Reserve, the Economic Reserve or the Transition Reserve.

1.1.82 Non-Smelter Ratepayers: Retail ratepayers of the Members other than Alcan and Century.

1.1.83 Notice of Interruption: As defined in Section 2.3.2(a)(iii)(1).

1.1.84 OATT: Big Rivers’ Open Access Transmission Tariff as filed with FERC and found by FERC to constitute a reciprocal open access transmission tariff.

1.1.85 Parties: Big Rivers and Kenergy.

1.1.86 Permitted Interruption: As defined in Section 2.3.2(a)(iii).

1.1.87 Person: Any individual, corporation, cooperative, partnership, joint venture, association, joint-stock company, limited partnership, limited liability company, limited liability partnership, trust, unincorporated organization, RUS or Governmental Authority.

1.1.88 Point of Delivery: The existing set of meters at Big Rivers’ Reid substation or such other point of delivery mutually agreed by the Parties and Alcan.

1.1.89 Potline Reduction: As defined in Section 10.3.1.

1.1.90 Potline Reduction Sales: As defined in Section 10.3.1.

1.1.91 Potline Reduction Sales Agreement: As defined in Section 10.3.3.

1.1.92 Prime Rate: The then-effective prime commercial lending rate per annum published in the “Money Rates” section of *The Wall Street Journal*. If *The Wall Street Journal* discontinues publication of the prime commercial lending rate, the Parties and Alcan shall agree on a mutually acceptable alternative source for that rate.

1.1.93 Prudent Utility Practice: Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period; or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be any and all acceptable practices, methods, or acts generally accepted.

1.1.94 Rebate: As defined in Section 4.9.

1.1.95 Regulatory Account: The regulatory account containing purchased power costs to be recovered by Big Rivers from the Members with respect to sales to their Non-Smelter Ratepayers.

1.1.96 Response: As defined in Section 2.3.2(a)(ii)(2).

1.1.97 Restructuring: The occurrence of any of the following:

(a) the merger, consolidation or other combination of Big Rivers or an Affiliate or a Member with any Person (including acquisition of another utility system) if following such transaction Big Rivers or its successor would have had sales of Energy to all Members or regulated customers on a *pro forma* basis in the prior Fiscal Year in excess of 105% of Big Rivers' actual sales of Energy to the Members for such Fiscal Year;

(b) the acquisition of Big Rivers; or

(c) the admission of a new Member if following such admission Big Rivers would have had sales of Energy to all Members on a *pro forma* basis in the prior Fiscal Year in excess of 105% of Big Rivers' actual sales of Energy to the Members for such Fiscal Year.

1.1.98 Restructuring Amount: As defined in Section 16.5.1.

1.1.99 Rural Economic Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to \$60.9 million, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. No additional principal amounts will be contributed by Big Rivers to the Rural Economic Reserve after the Effective Date.

1.1.100 RUS: United States Department of Agriculture Rural Utilities Service.

1.1.101 Scheduled Interruptible Energy: As defined in Section 2.3.2(a)(ii)(3).

1.1.102 Sebree Smelter: The aluminum reduction plant owned and operated by Alcan, located at Sebree, Kentucky, including any expansions, additions, improvements and replacements thereof or thereto at the existing site.

1.1.103 SERC: SERC Reliability Corporation, a regional reliability organization.

1.1.104 Service Period: As defined in Section 2.1.

1.1.105 Smelters: Alcan and Century.

1.1.106 Supplemental Energy: As defined in Section 2.3.2.

1.1.107 Supplemental Energy Charge: As defined in Section 4.3.

1.1.108 Surcharge: As defined in Section 4.11.

1.1.109 Surplus Sales: As defined in Section 10.1.1.

1.1.110 System Emergency: Any cessation of operation or reduction in the provision or delivery of Electric Services by Big Rivers due in whole or in part to: (a) a disconnection of all or a portion of Big Rivers' system from the transmission grid (other than as a direct result of Big Rivers' gross negligence or willful misconduct), (b) a system emergency on the transmission grid of a Third Party, or (c) the occurrence of a condition or situation where the delivery of Energy to a transmission grid with which Big Rivers is directly interconnected or the making available of generation services or Transmission Services which could cause (i) harm to life or limb or imminent serious threat of harm to life or limb, (ii) material damage to Big Rivers' system or any material component thereof or imminent danger of material damage to property, or (iii) other dangerous occurrences that Big Rivers believes, in the exercise of Prudent Utility Practice, should be prevented or curtailed.

1.1.111 System Firm: An obligation to supply Energy from:

- (a) Big Rivers' owned or leased generation facilities,
- (b) Big Rivers' contract with the Southeastern Power Authority (Contract No. 89-00-1501-637), or
- (c) Big Rivers' Firm power purchase agreements with a term of two years or more which were not entered into for purpose of serving a specific non-Smelter load,

in each case subject to the occurrence of an Uncontrollable Force or similar event of force majeure, a System Emergency or Big Rivers' prior satisfaction of the Energy requirements of the Non-Smelter Ratepayers, the Smelters and Third Parties under power sales agreements entered into prior to the making of such obligation to supply Energy.

1.1.112 Term: As defined in Section 7.1.

1.1.113 Third Party: A Person other than Kenergy, Alcan, Big Rivers or Century.

1.1.114 Third Party Supplier(s): As defined in Section 2.3.2(c).

1.1.115 TIER: The quotient for a Fiscal Year of (i) Big Rivers' interest expenses plus Net Margins, divided by (ii) Big Rivers' interest expenses; in each case, calculated in accordance with Accounting Principles.

1.1.116 TIER Adjustment: As defined in Section 4.7.5.

1.1.117 TIER Adjustment Charge: As defined in Section 4.7.1.

1.1.118 Transition Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to \$35 million, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. No additional principal amounts will be contributed by Big Rivers to the Transition Reserve after the Effective Date.

1.1.119 Transmission Charge: As defined in Section 4.5.

1.1.120 Transmission Services: Network transmission services as described in the OATT and Ancillary Services. Transmission Services are currently included in the Large Industrial Rate but may be unbundled.

1.1.121 Uncontrollable Force: Any cause beyond the control of the Party unable, in whole or in part, to perform its obligations under this Agreement which, despite exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid and which, despite the exercise of due diligence, it has been unable to overcome. Examples of events that may constitute the basis of an event which constitutes an "Uncontrollable Force" include: acts of God; strikes, slowdowns or labor disputes; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of any Governmental Authority; civil or military disturbances; explosions, breakage of or accident to machinery, equipment or transmission lines; inability of a Party to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws or proclamations of Governmental Authorities, civil or military; transmission constraints or System Emergencies; a forced outage of a generating unit or units preventing the physical delivery of Energy to Kenergy for resale to Alcan; and any other forces which are not reasonably within the control of the Party claiming suspension. "Uncontrollable Forces" do not include an insufficiency of funds or decline in credit ratings or customary, expected or routine maintenance or repair of plant or equipment. Nothing contained herein shall be construed to obligate a Party to prevent or to settle a labor dispute against its will.

1.1.122 Undeliverable Energy Sales: As defined in Section 10.2.1.

1.1.123 Unwind Transaction: The consummation of the transactions contemplated on date of the "Closing" as defined in and pursuant to the Transaction Termination Agreement among Big Rivers, LG&E Energy Marketing Inc., and Western Kentucky Energy Corp.

1.2 Rules of Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement will have the meanings specified in this Article 1 unless the context requires otherwise; (b) the singular will include the plural and vice versa; (c) references to “Recitals,” “Articles,” “Sections,” “Exhibits” or “Schedules” are to the recitals, articles, sections, exhibits or schedules of this Agreement, unless otherwise specified; (d) all references to a particular Person in any capacity will be deemed to refer also to such Person’s authorized agents, permitted successors and assigns in such capacity; (e) the words “herein,” “hereof” and “hereunder” will refer to this Agreement as a whole and not to any particular section or subsection hereof; (f) the words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation” and will not be construed to mean that the examples given are an exclusive list of the topics covered; (g) references to this Agreement will include a reference to all exhibits and schedules hereto; (h) references to any agreement, document or instrument will be construed at a particular time to refer to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced as of such time; (i) the masculine will include the feminine and neuter and vice versa; (j) references to any tariff, rate, or order of any Governmental Authority will mean such tariff, rate or order, as the same may be amended, modified, supplemented or restated and be in effect from time to time; (k) if any action or obligation is required to be taken or performed on any day which is not a Business Day, such action or obligation must be performed on the next succeeding Business Day; (l) references to an Applicable Law will mean a reference to such Applicable Law as the same may be amended, modified, supplemented or restated and be in effect from time to time; (m) all accounting terms not defined in this Agreement will be construed in accordance with Accounting Principles; (n) all references to a time of day shall be a reference to the prevailing time in Henderson, Kentucky; and (o) the financial and production cost models prepared by Big Rivers, including models filed with the KPSC, in connection with the application for approval of the Unwind Transaction and the New Transaction (the “Model”) have been prepared solely by Big Rivers and shall not be used by the Parties or any Governmental Authority to construe or interpret any provision of this Agreement. The Parties collectively have prepared this Agreement, and none of the provisions hereof will be construed against one Party on the ground that it is the author of this Agreement or any part hereof.

1.3 Calculations and Rounding. In making any mathematical calculation provided for or contemplated by this Agreement, the calculation will be made to six decimal places (rounded up if the numeral in the seventh decimal place is five or higher, and rounded down if the numeral in the seventh decimal place is lower than five).

ARTICLE 2

ELECTRIC SERVICES AND RATES

2.1 Service Period Obligations. In accordance with the terms and conditions of this Agreement, Big Rivers will sell and deliver, and Kenergy will purchase, Electric Services for resale to Alcan for a period beginning at 12:00:01 A.M. on the day next succeeding the Effective Date and continuing until 12:00:00 midnight on December 31, 2023, unless the Parties’ respective obligations to supply and purchase Electric Services are earlier terminated pursuant to the terms of this Agreement (the “Service Period”).

2.2 Characteristics of Service. Electric service to be supplied by Big Rivers to Kenergy under this Agreement for resale to Alcan shall be nominally three-phase, sixty cycle at 161,000 volts or as otherwise agreed to by the Parties and Alcan. The Parties and Alcan will mutually agree on limits of the regulation of voltage but at no time may such regulation of such limits be inconsistent with standards required by applicable Governmental Authorities or any other organizations that establish reliability and electric operation standards for the region.

2.3 Delivery Obligation. In accordance with this Agreement, during the Service Period, Big Rivers will deliver at the Point of Delivery to Kenergy for resale to Alcan Base Monthly Energy, Supplemental Energy and Back-Up Energy.

2.3.1 Base Monthly Energy. Kenergy may purchase for resale to Alcan in each Hour of the Service Period an amount of Energy up to the Base Demand per Hour. For billing purposes, Base Monthly Energy consists of two components: Base Fixed Energy charged at the Base Rate and Base Variable Energy (which may be either a positive or negative amount) charged or credited at the Base Variable Rate.

2.3.2 Supplemental Energy. “Supplemental Energy” shall consist of (i) Interruptible Energy purchased by Kenergy from Big Rivers pursuant to Section 2.3.2(a), (ii) Buy-Through Energy purchased by Kenergy from Big Rivers and, in turn, by Big Rivers from Third Party Suppliers upon the interruption of Interruptible Energy, pursuant to Section 2.3.2(b), and (iii) Market Energy purchased by Kenergy from Big Rivers pursuant to Section 2.3.2(c).

(a) Interruptible Energy. Kenergy may purchase from Big Rivers on a System Firm basis up to 10 MW per Hour of Energy for resale to Alcan, subject to availability, the scheduling requirements and Big Rivers’ right to interrupt the sale and delivery of such Energy, all as set forth in this Section 2.3.2(a) (“Interruptible Energy”).

(i) Confirmation. Not less than seven days prior to the beginning of each fiscal quarter of the Service Period (or the Effective Date with respect to the initial fiscal quarter of the Service Period), Big Rivers shall provide to Kenergy and Alcan a confirmation setting forth the price or prices and other terms and conditions (“Interruptible Energy Terms”) under which Interruptible Energy may be available during each Hour of the subject fiscal quarter. If Big Rivers fails to provide a timely confirmation with respect to any fiscal quarter, the Interruptible Energy Terms for the prior fiscal quarter shall remain in effect. Big Rivers and Kenergy shall obtain Alcan’s consent to each confirmation as a condition to Big Rivers’ obligation to make Interruptible Energy available to Kenergy for scheduling during each fiscal quarter.

(ii) Scheduling of Interruptible Energy. The provision of Interruptible Energy shall be subject to the following requirements:

(1) At the request of Alcan, Kenergy shall submit to Big Rivers, no later than 3:00 PM on the second Business Day prior to the day of the scheduled delivery (or such shorter period agreed to by Big Rivers), a schedule for up to 10 MW of

Interruptible Energy, in integral multiples of one MW per Hour, for the times and durations specified in the schedule.

(2) Big Rivers shall be under no obligation to accept the schedule submitted by Kenergy or to deliver the Interruptible Energy so scheduled, but shall, upon receipt of such schedule, notify Kenergy and Alcan by 9:00 AM of the Business Day prior to the day of scheduled delivery of the number of MW, if any, Big Rivers is willing to deliver and the hour and duration when the delivery shall take place (the “Response”).

(3) Subject to Big Rivers’ rights to interrupt in accordance with Section 2.3.2(a)(iii) below, Big Rivers shall sell and deliver the volume of Interruptible Energy at the time and for the duration specified in the Response (the “Scheduled Interruptible Energy”).

(iii) Interruption of Scheduled Interruptible Energy. The sale and delivery of Scheduled Interruptible Energy may be interrupted by Big Rivers at any time (a “Permitted Interruption”) upon the following terms and conditions:

(1) Upon a determination by Big Rivers in its sole discretion exercised in good faith that all or any portion of the Scheduled Interruptible Energy will not be available on a System Firm basis, Big Rivers may implement a Permitted Interruption of all or any portion of the Scheduled Interruptible Energy by providing a notice of interruption (“Notice of Interruption”) to Kenergy and Alcan at least 30 minutes in advance of the estimated interruption;

(2) A Notice of Interruption may be made orally but shall be followed by facsimile or other electronic means acceptable to Kenergy and Alcan; and

(3) Upon an after-the-fact determination by Big Rivers in its sole discretion exercised in good faith that all or any portion of the Scheduled Interruptible Energy was not available on a System Firm basis during a prior Hour or Hours, and notwithstanding that no Notice of Interruption had been issued, Big Rivers may implement retroactively a Permitted Interruption of Scheduled Interruptible Energy for such prior Hour or Hours, to the extent that such Scheduled Interruptible Energy was not available on a System Firm basis.

(iv) Upon meeting the conditions required for a Permitted Interruption, Big Rivers shall have no obligation to sell and deliver the amount of Scheduled Interruptible Energy designated to be interrupted in the applicable Notice of Interruption. In connection with a Permitted Interruption, Big Rivers may provide, but shall not be required to provide, an opportunity for Kenergy to acquire Firm Energy, in lieu of the Scheduled Interruptible Energy, for resale to Alcan pursuant to the terms and conditions of Section 2.3.2(b) below. In the case of a Permitted Interruption that is implemented retroactively, the Energy delivered by Big Rivers shall be deemed to have been delivered as Back-Up Energy pursuant and subject to Sections 2.3.3 and 4.4. Big Rivers shall not be limited in the number of times that it may issue a Notice of Interruption or may implement a Permitted Interruption, or of the amount or duration of any Permitted Interruption.

(v) Allocation of Permitted Interruptions. If Kenergy has arranged for Scheduled Interruptible Energy during any Hour both to Kenergy under this Agreement for resale to Alcan and to Kenergy under the Century Wholesale Agreement for resale to Century, and Big Rivers determines that it will be unable or was unable during any prior Hour or Hours to supply the full amount of Scheduled Interruptible Energy to Kenergy for both Alcan and Century, then:

(1) Big Rivers may provide a Notice of Interruption and implement a Permitted Interruption to Kenergy with respect to the Scheduled Interruptible Energy for Alcan or with respect to "Scheduled Interruptible Energy" as defined in the Century Retail Agreement, or any combination thereof; and

(2) Big Rivers may retroactively implement Permitted Interruptions for any Hour to Kenergy for Alcan and Century in equal amounts, taking into consideration any Permitted Interruption to Kenergy that had previously been implemented for the same Hour under clause (1) above.

(vi) Termination of Interruptions. During any period of Permitted Interruption, Big Rivers may notify Kenergy and Alcan of its willingness to terminate the Permitted Interruption and resume the delivery of Scheduled Interruptible Energy at the Interruptible Energy Terms. Upon notification from Big Rivers terminating the Permitted Interruption, Kenergy shall purchase from Big Rivers and resell and deliver Scheduled Interruptible Energy to Alcan at the beginning of the next Hour that starts at least 10 minutes following such notice.

(b) Buy-Through Energy. Upon each Notice of Interruption, Big Rivers may in its sole discretion offer to sell to Kenergy Firm Energy purchased from Third Party Suppliers for resale to Alcan in lieu of the interrupted Scheduled Interruptible Energy ("Buy-Through Energy") and the estimated price or prices during the specified Hour or Hours of Permitted Interruption upon which Big Rivers would supply such Energy. Big Rivers shall provide Kenergy and Alcan not less than ten minutes from the time Alcan receives verbal Notice of Interruption to notify Big Rivers and Kenergy whether Alcan agrees to purchase Buy-Through Energy offered to be supplied by Big Rivers to Kenergy for resale to Alcan. Upon Alcan's or Kenergy's acceptance of the Buy-Through Energy, the obligation of Big Rivers to provide the Buy-Through Energy shall become a Firm service commitment. The failure of Alcan or Kenergy to notify Big Rivers of acceptance of the Buy-Through Energy during the period provided shall constitute a rejection of the Buy-Through Energy, and the Permitted Interruption shall thereafter be implemented in accordance with the applicable Notice of Interruption and Big Rivers shall not have any obligation to supply Kenergy Buy-Through Energy for resale to Alcan during such Permitted Interruption.

(c) Market Energy. Big Rivers acknowledges and agrees that Kenergy may acquire Supplemental Energy (other than Interruptible Energy or Buy-Through Energy) from either Big Rivers or one or more suppliers other than Big Rivers ("Third Party Suppliers") for resale to Alcan ("Market Energy"), upon the request of Alcan specifying (i) the requested amount and duration of such Energy, and (ii) all requested prices and material terms and conditions. The sale of any Market Energy by Big Rivers shall be at the sole discretion of

Big Rivers and shall be such terms and conditions as Big Rivers and Kenergy shall agree. Nothing in this Agreement shall be construed to limit the ability of Kenergy to purchase Energy or other electric services from Third Party Suppliers to serve Alcan.

(i) The Parties acknowledge and agree that (A) Kenergy shall request that Big Rivers provide all Transmission Services necessary to transmit Market Energy requested by Alcan from a point of interconnection on Big Rivers' transmission system to the Point of Delivery promptly following such request, (B) the amount of Market Energy transmitted from a point of interconnection on Big Rivers' system to the Point of Delivery would be reduced by the applicable system loss factor as provided in the OATT, and (C) Big Rivers shall have no liability to Kenergy for denial of Kenergy's duly submitted request for reservation of Transmission Services.

(ii) If Alcan is unable to receive and consume Market Energy purchased by Kenergy from Big Rivers or a Third Party Supplier because of an Uncontrollable Force, then upon the request of Kenergy, Big Rivers shall use reasonable commercial efforts to sell such Market Energy to other Third Parties for the duration specified by Alcan's request. Big Rivers shall apply all revenues derived from such resale as a credit to Kenergy, net of any transmission services charges or related charges or other expenses incurred to make such resale.

2.3.3 Back-Up Energy. Big Rivers shall sell and deliver and Kenergy shall purchase Back-Up Energy for resale to Alcan at the Point of Delivery through purchases of Energy at the prices and on the terms and conditions set forth in Section 4.4.

2.4 [Reserved]

2.5 Title and Risk of Loss. Title to and risk of loss with respect to Energy provided by Big Rivers to Kenergy for resale to Alcan pursuant to this Agreement will pass from Big Rivers to and rest in Kenergy when the same is made available by Big Rivers at the Point of Delivery. Until title passes, Big Rivers will be deemed in exclusive control of the Energy and will be responsible for any damage or injury caused thereby. After title passes to Alcan, Big Rivers acknowledges and agrees that Alcan will be deemed in exclusive control of the Energy and will be responsible for any damage or injury caused thereby.

2.6 Performance by Kenergy. Big Rivers acknowledges and agrees that, to the extent Alcan has a corresponding or related obligation to Kenergy under the Alcan Retail Agreement, Kenergy's performance of an obligation under this Agreement is subject to and conditioned upon Alcan's performance of such corresponding or related obligation to Kenergy. Big Rivers acknowledges and agrees that Alcan may enforce an obligation of Big Rivers under this Agreement which corresponds or relates to an obligation of Kenergy to Alcan under the Alcan Retail Agreement.

ARTICLE 3

CHANGES IN DEMAND AND SCHEDULING

3.1 Change In Base Demand. Big Rivers acknowledges and agrees that Alcan may change the Base Demand for any Fiscal Year only with the written consent of Big Rivers and Kenergy.

3.2 Scheduling. Big Rivers acknowledges and agrees that:

(a) Alcan shall not be required to schedule Base Monthly Energy, Buy-Through Energy or Back-Up Energy but shall use reasonable commercial efforts to inform Big Rivers promptly of any material change in Alcan's intended usage; and

(b) In accordance with the OATT, Alcan shall schedule and arrange with Kenergy and Big Rivers no later than 9:00 A.M. on the Business Day immediately preceding the day or days of delivery pursuant to the Alcan Retail Agreement, or as otherwise mutually agreed by the Parties, the delivery of Interruptible Energy and Market Energy.

ARTICLE 4

CHARGES AND CREDITS

4.1 Monthly Charge. Kenergy shall pay Big Rivers the following (the "Monthly Charge") for the Electric Services provided or made available under this Agreement:

- 4.1.1 the Base Energy Charge calculated pursuant to Section 4.2,
- 4.1.2 plus the Supplemental Energy Charge calculated pursuant to Section 4.3,
- 4.1.3 plus the Back-Up Energy Charge calculated pursuant to Section 4.4,
- 4.1.4 plus the Transmission Charge pursuant to Section 4.5,
- 4.1.5 plus the Excess Reactive Demand Charge calculated pursuant to Section 4.6,
- 4.1.6 plus the TIER Adjustment Charge calculated pursuant to Section 4.7,
- 4.1.7 plus the FAC Charge calculated pursuant to Section 4.8.1,
- 4.1.8 plus the Non-FAC Purchased Power Adjustment Charge calculated pursuant to Section 4.8.2,
- 4.1.9 plus the Environmental Surcharge calculated pursuant to Section 4.8.3,
- 4.1.10 plus or minus the monthly amortization of the Restructuring Amount calculated pursuant to Section 16.5,

- 4.1.11 less the Rebate calculated pursuant to Section 4.9,
- 4.1.12 less the Equity Development Credit calculated pursuant to Section 4.10,
- 4.1.13 plus the Surcharge calculated pursuant to Section 4.11,
- 4.1.14 [Reserved].
- 4.1.15 less credits calculated pursuant to Section 4.13,
- 4.1.16 plus or minus other amounts calculated pursuant to Section 4.14, and
- 4.1.17 plus taxes calculated pursuant to Section 4.15.

4.2 Base Energy Charge. For any Billing Month, the “Base Energy Charge” shall be the sum of:

- (a) the product of Base Fixed Energy and the Base Rate; and
 - (b) the product, whether positive or negative, of the Base Variable Energy and the Base Variable Rate.
- (c) Sample calculations of the Base Energy Charge at different load factors are set forth in Exhibit A.

4.3 Supplemental Energy Charge. For any Billing Month, the “Supplemental Energy Charge” shall be the sum of the charges, whenever determined, for the Interruptible Energy Charge, the Buy-Through Energy Charge, and the Market Energy Charge as calculated below.

4.3.1 The “Interruptible Energy Charge” shall be the product of (i) the quantity of Interruptible Energy metered at the Point of Delivery during the Billing Month and (ii) the rate or rates for Interruptible Energy with respect to such Billing Month.

4.3.2 The “Buy-Through Energy Charge” shall be the sum of:

- (a) the product of (i) the quantity of Buy-Through Energy metered at the Point of Delivery during the Billing Month and (ii) the quotient of (A) the actual rate or rates for such Buy-Through Energy that Big Rivers pays to a Third Party Supplier over (B) 1.00 less the loss factor set forth in the OATT; and
- (b) all other charges that Big Rivers may be required to pay in connection with Buy-Through Energy, including (i) any and all separate charges for transmission services and related services, whenever incurred (including financial transmission rights, transmission congestion charges and similar costs or expenses), provided by a Third Party whose transmission system is used to transmit Buy-Through Energy purchased from a Third Party to a point at which Big Rivers’ transmission system is interconnected with such system, and (ii) any amount payable upon termination by reason of default of the supply arrangements between Big

Rivers and Third Party Suppliers, net of recoveries by Big Rivers from such suppliers with respect to the supply of Buy-Through Energy to Kenergy for resale to Alcan.

4.3.3 The “Market Energy Charge” shall be the sum of:

(a) the product of (i) the quantity of Market Energy metered at the Point of Delivery during the Billing Month and (ii) the quotient of (A) the actual rate or rates for such Market Energy agreed to between Big Rivers and Kenergy, over (B) 1.00 less the loss factor set forth in the OATT; and

(b) all other charges that Big Rivers may be required to pay to Third Party Suppliers in connection with Market Energy, including (i) any and all separate charges for transmission services and related services, whenever incurred (including financial transmission rights, transmission congestion charges and similar costs or expenses), provided by a Third Party whose transmission system is used to transmit Market Energy purchased from a Third Party to a point at which Big Rivers’ transmission system is interconnected with such system and (ii) any amount payable upon termination by reason of default of the supply arrangements between Big Rivers and Third Party Suppliers, net of recoveries by Big Rivers from such suppliers with respect to the supply of Market Energy to Kenergy for resale to Alcan.

4.4 Back-Up Energy Charge. For any Billing Month, the “Back-Up Energy Charge” shall be the sum of the Hourly charges for Back-Up Energy calculated as follows:

4.4.1 The charge for Back-Up Energy supplied in any Hour shall equal the following:

(a) to the extent the Back-Up Energy was supplied from generating facilities owned or controlled by Big Rivers and located within Big Rivers’ transmission control area, the charge shall be the product of (i) the amount of such Back-Up Energy, and (ii) the quotient of (A) a price equal to the greater of (1) the real time Hourly locational marginal price at Big Rivers’ interface with the Midwest Independent System Operator (or such other pricing reference point that shall be mutually agreed upon by the Parties and Big Rivers), and (2) Big Rivers’ system lambda; divided by (B) 1.00 minus the loss factor set forth in the OATT;

(b) to the extent the Back-Up Energy was not supplied pursuant to Section 4.4.1(a), the charge shall be the product of (i) the amount of such Back-Up Energy, and (ii) the quotient of (A) a price equal to 110% of the highest Hourly all inclusive cost incurred by Big Rivers to acquire any Energy, including such Back-Up Energy, and the separate cost, if any, whenever determined, of transmission services and related services provided by a Third Party whose transmission system is used to transmit Back-Up Energy purchased from a Third Party to a point at which Big Rivers’ transmission system is interconnected with such system and including any imbalance charges or other costs arising from the failure of a Third Party Supplier to deliver Energy that it is obligated to deliver; divided by (B) 1.00 minus the loss factor set forth in the OATT; and

(c) to the extent that the amount of Back-Up Energy required by Kenergy for resale to Alcan during any Hour exceeds the sum of (x) ten MW per Hour, (y) the

amount of Back-Up Energy resulting from deemed interruption of Scheduled Interruptible Energy pursuant to Section 2.3.2(a)(iii), and (z) the amount of Back-Up Energy resulting from the non-delivery of Market Energy purchased by a Third Party Supplier, then the charge for the excess amount of Back-Up Energy shall be the product of (i) the excess amount of Back-Up Energy, and (ii) the greater of (A) \$250 per MWh and (B) the price set forth in Section 4.4.1(b)(ii).

Sample calculations of the Back-Up Energy Charge are set forth in Exhibit A.

4.4.2 If during any Hour Big Rivers provides Back-Up Energy to Kenergy for resale to Alcan and “Back-Up Energy” (as defined in the Century Wholesale Agreement) to Kenergy for resale to Century, then the provisions of Section 4.4.1 shall apply to a proportional number of MW of Back-Up Energy for resale to each of Alcan and Century.

4.5 Charge for Transmission Services and Ancillary Services. For any Billing Month, the charge for transmission services and ancillary services (the “Transmission Charge”) shall be the sum of the charges, calculated in accordance with the OATT, for Transmission Services for (a) Base Monthly Energy that are unbundled from the Large Industrial Rate, if any; and (b) Supplemental Energy.

4.6 Excess Reactive Demand Charge. For any Billing Month, the “Excess Reactive Demand Charge”, if any, shall be the product of \$0.1433 and the amount, expressed in kilovars, of the difference, if positive, between:

(a) the maximum metered reactive demand of Alcan during the Billing Month, and

(b) an amount of kilovars equal to the sum of:

(i) the product of (A) 0.4843, and (B) the maximum hourly demand during a Billing Month, denominated in kilowatts, associated with Base Monthly Energy, Interruptible Energy, Market Energy, “Market Energy” under the Alcan Retail Agreement that is purchased by Kenergy from Third Party Suppliers for resale to Alcan, and Back-Up Energy provided by Big Rivers to Kenergy for resale to Alcan, but less the amount of such Interruptible Energy, Market Energy or Back-Up Energy that was purchased by Big Rivers from Third Parties, and

(ii) 54,114.

4.7 TIER Adjustment Charge.

4.7.1 The “TIER Adjustment Charge” shall be, for any Fiscal Year, the amount that is the product of the Applicable Percentage and the TIER Adjustment if, and only if, such TIER Adjustment is a positive amount; *provided, however*, that in no case will the TIER Adjustment Charge for any Fiscal Year exceed the amount that is the product of the Base Fixed Energy and the maximum additional charge per MWh set forth below for the applicable Fiscal Year:

<u>Fiscal Years</u>	<u>Maximum Additional Charge</u>
2008-2011	\$1.95 per MWh
2012-2014	\$2.95 per MWh
2015-2017	\$3.55 per MWh
2018-2020	\$4.15 per MWh
2021-2023	\$4.75 per MWh

If the TIER Adjustment shall be negative, there will be an Excess TIER Amount and no TIER Adjustment Charge.

4.7.2 Prior to each Fiscal Year, Big Rivers shall estimate both the TIER Adjustment and, if the TIER Adjustment is positive, the TIER Adjustment Charge based on the Budget for such Fiscal Year. Big Rivers shall collect such estimated amount from Kenergy in equal monthly installments as part of the Monthly Charge for each Billing Month during the applicable Fiscal Year.

4.7.3 Within 45 days following the end of the first, second and third fiscal quarters of each Fiscal Year beginning with the first fiscal quarter after the first anniversary of this Agreement, Big Rivers shall again estimate the TIER Adjustment and the corresponding amount of the TIER Adjustment Charge based on a comparison of the Budget and year-to-date results of operations, and shall calculate a modified amount to be collected from, or refunded as a credit to, the Monthly Charge to Kenergy with respect to service to Alcan during the remaining portion of the Fiscal Year, including any amounts necessary to address any estimated under- or over-collection of the TIER Adjustment Charge from Kenergy with respect to service to Alcan as compared to the Budget during the remainder of the Fiscal Year. Big Rivers shall collect or credit such modified amount from Kenergy pursuant to this Agreement in equal monthly installments as part of the Monthly Charge for the remaining Billing Months of the subject Fiscal Year.

4.7.4 As soon as reasonably practicable but no later than 120 days after the end of each Fiscal Year, Big Rivers shall calculate the TIER Adjustment and TIER Adjustment Charge for such Fiscal Year. The TIER Adjustment Charge for such Fiscal Year shall be compared to the aggregate amounts paid by Kenergy in respect of the estimated TIER Adjustment Charge for such Fiscal Year, and the difference between such amounts shall be included as a charge or credit, as applicable, in the Monthly Charges for the fourth Billing Month of the next Fiscal Year.

4.7.5 The "TIER Adjustment" shall be the amount of incremental revenue, whether positive or negative, calculated with respect to each Fiscal Year after determination of Net Margins for such Fiscal Year (excluding amounts payable by Kenergy with respect to or relating to the revenue that results from the TIER Adjustment Charge and the "TIER Adjustment Charge" as defined in the Century Wholesale Agreement), that is necessary for Big Rivers to receive in order to achieve a TIER of 1.24 for such Fiscal Year; *provided, however*, that if the Service Period commences or terminates on a date other than the first or last day of a Fiscal Year and to give effect to this Section 4.7.5, the TIER Adjustment will be calculated on an Hourly basis only with respect to the partial period of the first, second or final Fiscal Year of the Service

Period, as applicable. The determination of the TIER Adjustment shall be subject to the following:

(a) It shall be assumed that: Big Rivers shall have generated additional revenue from service to the Members for resale to the Non-Smelter Ratepayers as if Big Rivers had increased the Non-Smelter Member Rates by a weighted average of 2.00% in 2010, another 2.50% in 2018 and another 4.00% in 2021 if and to the extent Big Rivers had not prior to or during the year of the calculation increased the Non-Smelter Member Rates by at least such amounts. The revenues from any roll-in of the costs associated with costs recovered under the FAC, the Environmental Surcharge Rider or the Regulatory Account that are incorporated into base rates comprising a portion of the Non-Smelter Member Rates will not constitute an increase in the Non-Smelter Member Rates for purposes of this clause (a), and the revenues attributable to any such roll-in will be excluded in calculating the percentage of any increases in the Non-Smelter Member Rates. The expiration or termination of Big Rivers' Member Discount Adjustment Rider shall be deemed to be an increase in the Non-Smelter Member Rates for purposes of this clause (a), without regard to whether such expiration or termination occurs prior to, on or after the Effective Date.

(b) It shall be assumed that: If a Member provides electric service to a New Ratepayer with a Firm demand in excess of 15 MW, such Member shall have paid to Big Rivers for wholesale Energy purchased and resold to the New Ratepayer at a price equal to the greater of: (i) the amount paid for such service and (ii) an amount calculated for the same period equal to (A) a rate, expressed in dollars per MWh, resulting from the application of the Large Industrial Rate to a load with the New Ratepayer's load factor, plus \$0.25 per MWh, *plus* (B) the sum of the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis), *plus* (C) the Surcharge (the Surcharge being calculated on an amount per MWh based on Base Fixed Energy for such Fiscal Year) set forth in Section 4.11, *plus* (D) amounts corresponding to the amount per MWh paid by Kenergy during the same period for the TIER Adjustment Charge. If a Member provides electric service to a New Ratepayer with a Firm demand of 15 MW or less, such Member shall have paid to Big Rivers for wholesale Energy purchased and resold to the New Ratepayer at a price equal to the sum of: (i) the Large Industrial Rate, and (ii) the sum of the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis). For purpose of this clause (b), the revenues produced by any surcharge with respect to a New Ratepayer similar to the Surcharge or the "Surcharge" under the Century Retail Agreement will be assumed to accrue solely to the benefit of the Non-Smelter Ratepayers except to the extent such surcharge is paid by or imputed to a New Ratepayer pursuant to subclause (A) of this clause (b). The assumptions contained in this clause (b) shall not apply with respect to a New Ratepayer that first interconnects with Big Rivers' transmission system during the last three Fiscal Years of the Service Period or following notice of termination of this Agreement or the Century Retail Agreement.

(c) It shall be assumed that: Big Rivers' interest expense shall have been reduced by the product of (i) Big Rivers' average effective interest rate for borrowed money for the prior Fiscal Year, and (ii) the aggregate amount of any patronage capital retired by Big Rivers to its Members during the Service Period (other than any distribution from the Rural Economic Reserve, the Economic Reserve or the Transition Reserve or relating to the Surcharge

or the “Surcharge” under the Century Wholesale Agreement), from and after the date of such retirement.

(d) It shall be assumed that: Interest on construction work-in-progress relating to the construction of new electric generating facilities or transmission facilities shall have been capitalized by Big Rivers if it has the right to elect to do so or it is obligated to capitalize such interest under Accounting Principles unless a Governmental Authority has approved the inclusion of such interest expenses in Big Rivers’ revenue requirements for rate-making purposes or otherwise approved a surcharge for collecting such interest expenses.

(e) If Big Rivers acquires or constructs non-peaking electric generating facilities alone or with others (“New Facilities”), Big Rivers’ interest expenses shall not include the interest imputed on the debt relating to the New Facilities (“Imputed Interest”); *provided, however*, that if a Governmental Authority has approved the inclusion of such generating facilities in Big Rivers’ revenue requirements for rate-making purposes or otherwise approved a surcharge to provide for the recovery of the costs of such New Facilities, then actual interest expense with respect to such New Facilities shall be included in the TIER calculation to the extent recovery is permitted; *provided, further*, that this clause (e) may not cause the TIER Adjustment to become negative. For purposes of determining Imputed Interest, it shall be assumed that the New Facilities were financed 80% with debt and 20% with equity. Imputed Interest shall equal the product of (i) the weighted average interest rate on Big Rivers’ debt for the Fiscal Year, and (ii) the amount of debt equal to 80% of the capital invested in the New Facilities.

(f) It shall be assumed that: The Rural Economic Reserve, the Economic Reserve and the Transition Reserve shall not generate any revenue or tax liability and the application of funds from the Rural Economic Reserve, the Economic Reserve or the Transition Reserve shall not result in any change in the Net Margins of Big Rivers.

(g) It shall be assumed that: Big Rivers shall have made no payment for damages or indemnification to or for the benefit of a Smelter with respect to the provision of Electric Services or “Electric Services” as defined in the Century Wholesale Agreement.

(h) It shall be assumed that: Big Rivers shall have paid no criminal penalties with respect to its acts or omissions other than criminal penalties that a Governmental Authority has approved the inclusion of in Big Rivers’ revenue requirements for rate-making purposes or otherwise approved a surcharge for collecting such penalties.

(i) It shall be assumed that: Big Rivers shall have received no proceeds from the sale of Energy to the wholesale market pursuant to Section 4.13.3 or the corresponding section of the Century Wholesale Agreement.

(j) It shall be assumed that: Big Rivers shall have incurred no expenses that are impermissible for inclusion in rates of electric generation and transmission cooperative utilities subject to the jurisdiction of the KPSC for rate-making purposes (currently including advertising expenses, branding expenses, charitable contributions and lobbying

expenses) or specifically disallowed for rate making purposes by a Governmental Authority; *provided, however*, that denial by a Governmental Authority of expense recovery through the FAC or the Environmental Surcharge Rider shall not constitute an expense that is impermissible for inclusion in rates if the nature of such expense is recoverable in base rates.

(k) It shall be assumed that: There are no revenues and expenses associated with non-regulated businesses of Big Rivers.

(l) It shall be assumed that: No interest is paid pursuant either to Section 5.3 or Section 5.4 or pursuant to the corresponding sections of the Century Wholesale Agreement.

(m) It shall be assumed that: No amounts have been or are payable with respect to Excess Reactive Demand Charges or with respect to “Excess Reactive Demand Charges” under the Century Wholesale Agreement.

(n) It shall be assumed that: No administrative fee shall have been received by Big Rivers as a result of any Surplus Sales, Undeliverable Energy Sales or Potline Reduction Sales or sales of Energy pursuant to the corresponding sections of the Century Wholesale Agreement.

(o) Additional costs related to a change in Big Rivers’ depreciation rates may not be included in the calculation of the TIER Adjustment unless such change has been approved, consented to or accepted by the KPSC or, if the KPSC no longer has jurisdiction over Big Rivers, by the RUS or any other Governmental Authority having jurisdiction over such change, if any.

(p) It shall be assumed that: The amortization of any Restructuring Amount is zero.

4.7.6 Any proceeds received or transaction costs paid by Big Rivers as part of or in connection with the consummation of the Unwind Transaction shall be disregarded for purposes of computing the TIER Adjustment Charge for the Fiscal Year in which the Unwind Transaction occurs.

4.8 Adjustable Charges.

4.8.1 The “FAC Charge” shall be the product of the FAC Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.8.2 The “Non-FAC Purchased Power Adjustment Charge” shall be the product of the Non-FAC Purchased Power Adjustment Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.8.3 The “Environmental Surcharge” shall be the product of the Monthly Environmental Surcharge Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.9 Rebate. If there is an Excess TIER Amount in any Fiscal Year and Big Rivers elects to implement a rebate to its Members in respect thereof, then no later than the first day of the fifth month of the following Fiscal Year, Big Rivers will credit to Kenergy for further credit to Alcan an amount (the “Rebate”) equal to the product of:

- (i) the Excess TIER Amount, and
- (ii) a fraction:
 - (1) the numerator of which is the Base Fixed Energy for such Fiscal Year, and
 - (2) the denominator of which is the sum during the applicable Fiscal Year of (A) Big Rivers’ aggregate sales of Energy to Members for resale to Non-Smelter Ratepayers, (B) the Base Fixed Energy, and (C) the aggregate amount of “Base Fixed Energy” as defined in the Century Retail Agreement (without regard to whether the Century Retail Agreement is then in effect).

4.10 Equity Development Credit. If there is an Excess TIER Amount in any Fiscal Year and Big Rivers does not elect to implement a rebate to its Members, then no later than the first day of the fifth month of the following Fiscal Year, Big Rivers will credit against the next Monthly Charge an amount (the “Equity Development Credit”) equal to the product of:

- (i) the Excess TIER Amount, and
- (ii) a fraction:
 - (1) the numerator of which is the Base Fixed Energy for such Fiscal Year, and
 - (2) the denominator of which is the sum during the applicable Fiscal Year of (A) Big Rivers’ aggregate sales of Energy to Members for resale to Non-Smelter Ratepayers, (B) the Base Fixed Energy, and (C) the aggregate amount of “Base Fixed Energy” as defined in the Century Retail Agreement (without regard to whether the Century Retail Agreement is then in effect).

4.10.2 Notwithstanding the above, the Equity Development Credit for any Fiscal Year may not exceed an amount which would cause the charge for Base Fixed Energy (including Energy curtailed pursuant to Section 4.13.2 or sold to Third Parties pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, Section 10.2 as Undeliverable Energy Sales or Section 10.3 as Potline Reduction Sales) less the Equity Development Credit for such Fiscal Year on a per MWh basis to be less than (A) the Large Industrial Rate for a customer with a 98% load factor *plus* (B) the sum of the FAC Factor, the Environmental Surcharge Factor and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis).

4.11 Surcharge. In addition to any other amounts payable under this Agreement, and notwithstanding anything in this Agreement to the contrary, Kenergy shall pay a surcharge (the “Surcharge”) equal to the sum of the following:

(a) As applicable:

(i) \$184,361 each Billing Month from the Effective Date through and including December, 2011;

(ii) \$263,373 each Billing Month from January, 2012 through and including December, 2016;

(iii) \$367,380 each Billing Month from January, 2017 through the expiration of the stated Term of this Agreement; *plus*

(b) For any Billing Month, the product of (i) Base Fixed Energy and (ii) \$0.60 per MWh; *plus*

(c) For any Billing Month, the product of (i) Base Fixed Energy and (ii) the number of cents per MW per Hour (which number shall not exceed 60 or be less than zero) that Big Rivers’ projected annual average costs per MWh for fuel consumed by Big Rivers in its coal-fired generation as set forth in its Budget are greater than the amounts set forth on Schedule 4.11(c), in each case, for that Fiscal Year relating to such Billing Month. Big Rivers shall within 45 days following the end of each fiscal quarter compute its actual costs per MWh for fuel consumed by Big Rivers’ coal-fired generation in each Billing Month for such fiscal quarter and shall calculate (on a fiscal-year-to-date basis in a manner consistent with this Section 4.11(c)) an additional amount to be paid by or credited to Kenergy based on such actual costs incurred for fuel consumed compared to the amounts set forth in the Budget for such Billing Months; *provided*, any additional amounts to be paid by or credited to Kenergy shall be applied to amounts due for the remainder of the Fiscal Year under this Section 4.11(c). Within 120 days of the end of each Fiscal Year, an additional amount shall be credited to Kenergy if necessary so that the total amounts paid pursuant to this Section 4.11(c) for such Fiscal Year shall not exceed an amount equal to the product of Base Fixed Energy for such Fiscal Year and 60 cents per MW per Hour; such amount shall be included as a credit, if applicable, in the Monthly Charges for the fourth Billing Month of the next Fiscal Year; *minus*

(d) For each of the first 96 Billing Months, \$86,588.

4.11.2 The obligation of Kenergy to pay the Surcharge will cease to accrue upon the termination of this Agreement. Sample calculations of the Surcharge under Section 4.11(c) are set forth in Exhibit A.

4.12 [Reserved]

4.13 Credits.

4.13.1 Surplus Sales, Undeliverable Energy Sales and Potline Reduction Sales. For any Billing Month, Big Rivers shall credit Kenergy (a) the Net Proceeds of any

Surplus Sales pursuant to Section 10.1 to the extent of the Avoidable Base Charge; and (b) the amount of Net Proceeds of any Undeliverable Energy Sales or Potline Reduction Sales to which Kenergy is entitled pursuant to Section 10.2 or Section 10.3, respectively, less \$0.25 per MWh as Big Rivers' administrative fee in each case. Sample calculations of the Net Proceeds from Surplus Sales, Undeliverable Energy Sales and Potline Reduction Sales that would be credited to Kenergy are set forth in Exhibit A.

4.13.2 Curtailment of Purchased Power. For any Billing Month, Big Rivers will credit Kenergy for any Hour during such Billing Month an amount equal to the product of (a) the Market Reference Rate during such Hour, and (b) the amount of Base Demand per Hour curtailed, if any, during such Hour in an amount and for a duration mutually agreed among Big Rivers, Kenergy and Alcan pursuant to this Section 4.13.2 and the corresponding section of the Century Wholesale Agreement. If both Alcan and Century agree to the curtailment of the delivery of Base Demand per Hour pursuant to this Section 4.13.2 of the Alcan Retail Agreement and the corresponding section of the Century Retail Agreement, Alcan and Century must notify Big Rivers and Kenergy as to whose curtailment shall take precedence. If Big Rivers is not notified as to whose curtailment shall take precedence, the Smelter whose curtailment is largest shall take precedence, and if the amount of curtailment by each Smelter is the same, then the Smelter whose curtailment notice was received by Big Rivers first shall take precedence. Sample calculations of credit that would be due to Kenergy for curtailment of purchased power are set forth in Exhibit A.

4.13.3 Economic Sales. For any Billing Month, Big Rivers will credit Kenergy 75% of the Net Proceeds that Big Rivers receives in respect of the curtailment of the delivery of Base Demand per Hour in an amount and for a duration mutually agreed among Big Rivers, Kenergy and Alcan if Big Rivers sells such curtailed Base Demand per Hour to the wholesale Energy market ("Economic Sales"); *provided*, that unless otherwise agreed among Big Rivers, Kenergy and Alcan, (a) the amount of Base Demand per Hour curtailed by Kenergy on behalf of Alcan may not exceed 100 MW per Hour, (b) the number of curtailments each year shall be limited to twelve, and (c) each curtailment may not last longer than four Hours, and *provided further*, that Big Rivers shall have no obligation to make Economic Sales until after Big Rivers first sells all of its own surplus Energy to the wholesale Energy market. If Kenergy on behalf of both Alcan and Century agree to the curtailment of the delivery of Base Demand per Hour pursuant to this Section 4.13.3 and the corresponding section of the Century Wholesale Agreement, Alcan and Century must notify Big Rivers and Kenergy as to whose curtailment shall take precedence. If Big Rivers is not notified as to whose curtailment shall take precedence, the Smelter whose curtailment is largest shall take precedence, and if the amount of curtailment by each Smelter is the same, then the Smelter whose curtailment notice was received by Big Rivers first shall take precedence. Sample calculations of the portion of the Net Proceeds from Economic Sales that would be credited to Kenergy are set forth in Exhibit A.

4.14 Other Amounts. For any Billing Month, any amounts payable pursuant to Section 10.1.4, 10.2.2 or 10.3.7 shall be added to or subtracted as applicable from the calculation of the Monthly Charge.

4.15 Taxes. No state or local sales, excise, gross receipts or other taxes are included in the charges and credits set forth in this Article 4. Kenergy shall pay or cause to be paid any such

taxes which are now or hereafter become applicable to the sale of Electric Services to Kenergy under this Agreement.

ARTICLE 5

BILLING

5.1 Monthly Invoice. Big Rivers shall bill Kenergy on or before the tenth Business Day of each month for the Monthly Charge as calculated pursuant to Article 4 based on the sale of Electric Services during the most recently ended Billing Month plus any other amounts then due and owing pursuant to this Agreement. Kenergy shall pay or cause to be paid to Big Rivers the Monthly Charge and any other amounts due and owing in immediately available funds to an account designated in the Lockbox Agreement on the Business Day following the 24th day of the month following the Billing Month. For the convenience of the Parties, and to facilitate satisfaction of Kenergy's obligation to Big Rivers, Kenergy has assigned to Big Rivers its right to receive payment from Alcan under the Alcan Retail Agreement and its rights to collect and enforce collection of such amounts due from Alcan other than with respect to the "Retail Fee" as defined in the Alcan Retail Agreement pursuant to the Lockbox Agreement. Big Rivers hereby releases Kenergy from further liability under this Agreement for amounts subject to such assignment to Big Rivers, *provided* that such release does not relieve Kenergy of its other liabilities or responsibilities under this Agreement. Kenergy shall cooperate with and assist Big Rivers with respect to any collections of amounts due from Alcan to Kenergy which are assigned to Big Rivers; *provided*, that Big Rivers will reimburse Kenergy for any reasonable expenses Kenergy incurs in providing such cooperation or assistance.

5.2 Right to Discontinue Service. If Kenergy (or Alcan on behalf of Kenergy) fails to pay any monthly invoice rendered by Big Rivers within the time prescribed in Section 5.1, Big Rivers may discontinue delivery of any or all Electric Services hereunder upon 120 Hours prior written notice to Kenergy and Alcan of its intention to do so. Big Rivers' discontinuance of such service for non-payment will not in any way affect, diminish or limit the obligations of Kenergy (or Alcan on behalf of Kenergy) to make all payments required under this Agreement or the Alcan Retail Agreement, as and when due.

5.3 Default Interest. If any monthly invoice rendered by Big Rivers is not paid on the due date, interest will accrue and become payable by Kenergy to Big Rivers on all unpaid amounts at a rate of four percentage points over the Prime Rate commencing on the first day after the due date.

5.4 Payments Under Protest. If any portion of any monthly statement is disputed by Kenergy (or Alcan), the disputed amount must be paid, under protest, when due. If the disputed amount of the payment is found to be incorrect, Big Rivers shall promptly cause to be refunded to Kenergy (or to Alcan on behalf of Kenergy, as applicable) the amount that was not then due and payable, together with interest at the Prime Rate commencing on the first day after the date of payment and accruing on each day thereafter until the date the refund is made.

5.5 [Reserved.]

5.6 No Waiver. No payment made by Kenergy (or Alcan on Kenergy's behalf) pursuant to this Article 5 will constitute a waiver of any right of Kenergy (or Alcan) to contest the correctness of any charge or credit.

5.7 No Payment. In no case shall Big Rivers be obligated to make a payment to Kenergy in connection with the application of a credit to Kenergy's Monthly Charges except to the extent otherwise expressly provided in Section 10.2.1(a) with respect to Undeliverable Energy Sales.

ARTICLE 6

EFFECTIVE DATE AND CONDITIONS

6.1 Effective Date. The obligations of the Parties under Article 2, Article 3, Article 4, Article 5, Section 7.3, Article 8, Article 9, Article 10, Article 11, Article 12, Article 13, Article 14 and Section 16.5 shall not commence until the Effective Date. The "Effective Date" will occur on the first date each of the conditions set forth in Section 6.2 has been satisfied in full or waived in writing by the Party in whose favor such condition exists (to the extent one or more conditions is subject to being waived).

6.2 Conditions to Occurrence of Effective Date. The following shall be conditions to the occurrence of the Effective Date:

6.2.1 Each of the representations and warranties of the Parties contained in this Agreement and the representations and warranties of Kenergy and Alcan in the Alcan Retail Agreement will be true and correct as of the date hereof and the Effective Date (as though such representations and warranties were made at and as of the date hereof and the Effective Date), and each of the Parties shall have received a certificate to such effect from the other Party with respect to the other Party's representations and warranties in this Agreement and Big Rivers shall have received a certificate to such effect from Kenergy and Alcan in respect of their respective representations and warranties in the Alcan Retail Agreement.

6.2.2 The Unwind Transaction will have been consummated, including the termination of the agreements set forth on Schedule 6.2.2.

6.2.3 Each of the documents and agreements set forth in Schedule 6.2.3 will have been duly authorized, executed and delivered by the parties thereto, and all conditions precedent to the effectiveness of such agreements will have been satisfied or waived, and shall, if amended after the date hereof and prior to the Effective Date, be acceptable to Alcan.

6.2.4 [Reserved]

6.2.5 The Alcan Guarantee will have been duly authorized, executed and delivered by Alcan Parent and be in full force and effect.

6.2.6 Release documents releasing the liabilities and obligations under the documents listed on Schedule 6.2.2 will have been duly authorized, executed and delivered by Big Rivers, Kenergy, Century, LG&E and Alcan, as applicable.

6.2.7 Each Member will have authorized, executed and delivered an amendment to its wholesale power contract with Big Rivers relating to the supply of electric service to the Member for its requirements (other than in the case of Kenergy, the requirements of Alcan and Century) to extend the term of such contract until a date satisfactory to Big Rivers.

6.2.8 No authorization or approval or other action by, and no notice to or filing or registration with, or license or permit from any Person, including any Governmental Authority, will be necessary prior to start of the Service Period, other than (i) as may be required under Applicable Law to be obtained, given, accomplished or renewed at any time or from time to time after the Effective Date and which are routine in nature or which cannot be obtained, or are not normally applied for, prior to the time they are required and which Big Rivers has no reason to believe will not be timely obtained and in each case which do not prevent provision of Electric Services as described herein, and (ii) with respect to the approval of the KPSC or FERC, on the Effective Date, such approvals will have been duly given or issued, received and will be in full force and effect and unappealable, and all conditions therein will have been satisfied to the extent required to be satisfied by Kenergy or Big Rivers on or prior to the Effective Date.

6.2.9 The Alcan Retail Agreement, the Century Wholesale Agreement and the Century Retail Agreement will have been duly authorized, executed and delivered by the parties thereto and be in full force and effect and all conditions precedent to the effectiveness will have been satisfied or waived other than conditions within the control of Kenergy or conditions that automatically will become effective simultaneously with the Effective Date or the Unwind Transaction.

6.2.10 RUS shall have consented to the Unwind Transaction and the New Transaction and to all arrangements and agreements required to implement the Unwind Transaction and the New Transaction.

6.3 Efforts to Satisfy Conditions to Effective Date. Each of the Parties shall use commercially reasonable efforts and act in good faith to satisfy all of the conditions set forth in Section 6.2 at the earliest practicable date (other than those which the applicable Party agrees to waive). At such time as Big Rivers or Kenergy believes such conditions have been satisfied, such Party shall notify the other Party in writing. The obligations of the Parties under this Section 6.3 will continue until the earlier of (a) such time as this Agreement terminates pursuant to Section 7.2, and (b) the Effective Date.

ARTICLE 7

TERM AND TERMINATION

7.1 Term. Subject to Section 6.1, this Agreement will become binding on the Parties on the date of execution and delivery by the Parties and will remain in full force and effect until December 31, 2023 (the "Term"), unless earlier terminated pursuant to the terms hereof.

7.2 Termination Prior to Effective Date. This Agreement may be terminated without cost or penalty prior to the occurrence of the Effective Date in accordance with this Section 7.2.

7.2.1 Termination for Failure to Satisfy Conditions to Effective Date. Either Party may terminate this Agreement without cost or penalty by providing five Business Days' prior written notice of termination to the other Party upon the failure of the conditions in Section 6.2 to be satisfied in full or waived by the Person in whose favor the condition exists on or before July 31, 2009, or such later date as the Parties may agree, unless any such condition is satisfied or waived by the applicable Person within such five Business Day period.

7.2.2 Termination In Event Unwind Transaction Will Not Be Consummated. This Agreement may be terminated by either Party at any time prior to the Effective Date upon receipt of notice from LG&E or Big Rivers that either LG&E or Big Rivers does not intend to consummate the Unwind Transaction.

7.2.3 Termination Due to KPSC Modification. If the KPSC issues an order on any of the filings by Big Rivers or other Persons seeking necessary approvals for the Unwind Transaction and the New Transaction that disapproves or changes the pricing or other material terms of this Agreement or the Alcan Retail Agreement or Big Rivers' ability to recover costs from the Smelters or the Non-Smelter Ratepayers other than as contemplated in connection with the New Transaction, either Party may terminate this Agreement without cost or penalty by providing written notice of termination to the other Party and Alcan no later than three Business Days after the first to occur of the following: (i) the last date on which a petition for re-hearing may be filed if such a petition has not been filed, (ii) the date on which the KPSC issues an order denying the request for re-hearing for any petition for re-hearing that may have been filed during the allowed period, and (iii) if a rehearing occurs, following the date on which an order on rehearing is issued.

7.2.4 Termination Pursuant to Alcan Termination. Either Party may terminate this Agreement without cost or penalty by providing written notice of termination to the other following receipt by Kenergy of a notice of termination from Alcan pursuant to and in accordance with Section 7.2.3 of the Alcan Retail Agreement.

7.2.5 Effect of Pre-Effective Date Termination. If this Agreement is terminated in accordance with this Section 7.2, Big Rivers and Kenergy acknowledge and agree that the Existing Alcan Agreement and the Kenergy/LG&E Contract and all other related documents and agreements will continue in full force and effect as if this Agreement had not been executed and delivered by the Parties.

7.3 Termination After the Effective Date. This Agreement may be terminated after the occurrence of the Effective Date in accordance with this Section 7.3.

7.3.1 Termination for Closing of Sebree Smelter. Either Party may terminate this Agreement as of the date Alcan terminates the Alcan Retail Agreement pursuant to Section 7.3.1 therein in connection with the termination and cessation of all aluminum smelting operations at the Sebree Smelter.

7.3.2 Termination for Event of Default. This Agreement may be terminated following the occurrence and during the continuation of an Event of Default pursuant to Article 14.

7.3.3 Termination Following KPSC Order.

(a) Big Rivers may terminate this Agreement without cost or penalty by providing written notice of termination to Kenergy and Alcan within three Business Days of the issuance by the KPSC of an order unconditionally or conditionally approving this Agreement and the Alcan Retail Agreement in connection with the consummation of the Unwind Transaction if Big Rivers determines in its business judgment, exercised in good faith, that the Unwind Transaction is not in Big Rivers' best interests.

ARTICLE 8

METERING

8.1 Metering Facilities. Big Rivers will provide or cause to be provided metering facilities at the Point of Delivery which measure Hourly kW, kWh, kilovars, kilovar-hours and voltage fluctuation spectra.

8.2 Reading. Big Rivers will read or cause to be read the meters at the Point of Delivery on the last date of each month (or such other date as may be agreed upon by the Parties).

8.3 Testing. Big Rivers will test, or cause to be tested, the calibration of the meters at the Point of Delivery by comparison of accurate standards at least once every twelve months (or more often if so required by Applicable Law) and will give Kenergy and Alcan not less than five Business Days' prior notice of such testing. Kenergy and Alcan will have the right to observe and participate in all meter tests. Meters registering not more than plus or minus 1% inaccurate will be deemed to be accurate (unless Applicable Law establishes a standard more stringent than 1%, in which case, the more stringent standard will apply). The reading of any meter which will have been disclosed by tests to be inaccurate will be corrected for the 60 days before such tests (or for such shorter period if applicable) in accordance with the percentage of inaccuracy found by such tests. If any meter should fail to register for any period, the Parties and Alcan will make mutually agreed upon estimates for such period from the best information available. If Kenergy or Alcan requests a special meter test, Big Rivers shall cause such test to be conducted; *provided, however,* that if any special meter test made at the request of Kenergy or Alcan discloses that the meters are not more than plus or minus 1% inaccurate, Kenergy or Alcan, as applicable, shall reimburse Big Rivers for the reasonable cost of such test. In all other respects, meters through

which Big Rivers delivers Energy to Kenergy for resale to Alcan shall be installed, operated, maintained and tested in accordance with all Applicable Law and Prudent Utility Practice.

ARTICLE 9

OPERATIONAL MATTERS

9.1 Operations and Operational Responsibility. In carrying out the requirements of this Agreement, each Party will comply with the reliability criteria, standards, guidelines and operating procedures of any national electric reliability organization, SERC, Applicable Law and any regional transmission organization (if applicable), and neither Party will be required to take any action in violation of any thereof.

9.1.1 Big Rivers will operate and maintain or cause to be operated and maintained all of the facilities owned by it on the premises of Kenergy or Alcan.

9.1.2 Kenergy will operate and maintain, or cause to be operated and maintained, all of the facilities and equipment owned by it.

9.2 Installation and Maintenance of Interconnection Equipment. Big Rivers has furnished or installed all of the facilities required for the delivery of Energy to the Point of Delivery, as well as the 161 kilovolt transmission lines required between the Point of Delivery and Alcan's electrical substation. Big Rivers shall install and maintain, or shall cause to be installed and maintained, any and all interconnection equipment, metering, or substation equipment, and other equipment, including switching and protective equipment, necessary to enable Kenergy to deliver Energy to Alcan at the Point of Delivery. Big Rivers will keep or cause to be kept, all such equipment in good working order, condition and repair (ordinary wear and tear excepted) such that all such equipment is capable of operating, consistent with Prudent Utility Practice, to the extent necessary to assure sufficient capability to take and use the Electric Services to be delivered by Big Rivers to Kenergy as provided for in this Agreement.

9.3 [Reserved.]

9.4 Curtailment by Big Rivers. If Big Rivers determines in accordance with Prudent Utility Practice, or in compliance with any national electric reliability organization, SERC, Applicable Law and other regulation, any applicable regional transmission organization, or other applicable operating criteria or rules, that a System Emergency has occurred or is imminent, and after suspending or reducing deliveries to Persons purchasing interruptible Energy from Big Rivers, Big Rivers may suspend or reduce the delivery of Energy hereunder and may cease to make available in whole or in part the Electric Services, in each case to the extent caused by, or that Big Rivers determines necessary or prudent under the circumstances to prevent or attempt to prevent, or counter or reduce the effects of, such System Emergency. Any curtailment caused by a System Emergency (or for any other reason) that cannot be avoided after the suspension or reduction of deliveries to Persons purchasing interruptible Energy from Big Rivers will be effected in a non-discriminatory manner consistent with Big Rivers' then-current policies and procedures. Big Rivers shall notify Kenergy and Alcan as to the occurrence or threatened occurrence of any System Emergency or other event that may require curtailment, its cause and

its impact on the delivery of Energy or the provision of Electric Services, as soon as practicable. Big Rivers will not be obligated to supply Electric Services to the extent suspended or curtailed as a result of the System Emergency.

9.5 Ownership and Removal of Equipment. Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed, by either of the Parties hereto (or by Alcan) on or in the premises of the other Party (or Alcan) to receive service under this Agreement shall be and remain the property of the Party (or Alcan) owning and installing such equipment, apparatus, devices or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement or any extension thereof, the owner (including, if applicable, Alcan) of any equipment, apparatus, devices or facilities on the property of a Party shall have the right to enter upon the premises of that Party, and shall, within a reasonable time and at the sole expense of the owner, remove such equipment, apparatus, devices or facilities.

ARTICLE 10

COVENANTS

10.1 Surplus Sales.

10.1.1 Big Rivers acknowledges and agrees that Alcan may request Big Rivers and Kenergy sell Energy which is surplus to Alcan's needs by delivering prior written notice to Kenergy and Big Rivers (a) identifying the portion of Base Demand per Hour to be sold and the associated times and duration of the requested sales, and (b) agreeing to curtail its demand per Hour so Alcan's actual demand and the Energy sold pursuant to this Section 10.1 ("Surplus Sales") is not expected to exceed the Base Demand per Hour. Big Rivers shall have no obligation to make Surplus Sales if the portion of Base Demand per Hour Alcan requests to be sold exceeds the Base Demand per Hour or is less than ten MW or not in integral multiples of one MW. For the avoidance of doubt, Surplus Sales shall not include sales of Economic Sales, Undeliverable Energy Sales or Potline Reduction Sales.

10.1.2 Big Rivers shall use reasonable commercial efforts to make Surplus Sales and, to the extent consistent with notices from Alcan to Big Rivers, maximize the Net Proceeds thereof. Big Rivers shall have no obligation to use any efforts to make Surplus Sales if Big Rivers, in its sole discretion exercised in good faith, estimates the Net Proceeds therefrom would be less than \$1.00 per MWh in excess of the sum of the Base Variable Rate, the FAC Factor, the Non-FAC Purchased Power Adjustment Factor and the Environmental Surcharge Factor (each calculated on a per MWh basis). Big Rivers will not have any obligation to Kenergy to market or resell Energy pursuant to this Section 10.1 (a) until Big Rivers first has sold or elected not to sell all amounts of its own surplus Energy, or (b) if Big Rivers is unable to sell any or all Energy as a result of transmission constraints (whether on or off Big Rivers' transmission system) or other constraints, including constraints imposed by Applicable Law.

10.1.3 For the avoidance of doubt, nothing in this Section 10.1 shall relieve Kenergy of its obligation for the Base Energy Charge or the TIER Adjustment Charge or any other portion of the Monthly Charge pursuant to Article 4.

10.1.4 For any applicable Surplus Sale, (i) Kenergy shall pay Big Rivers any excess of Big Rivers' actual income tax liability relating to such Surplus Sale over the estimated income tax liability for such Surplus Sale that was used for purposes of calculating the Net Proceeds on such Surplus Sale, and (ii) Big Rivers shall pay to Kenergy any excess of Big Rivers' estimated income tax liability for such Surplus Sale that was used for purposes of calculating the Net Proceeds on such Surplus Sale over the actual income tax liability of Big Rivers relating to such Surplus Sale.

10.2 Undeliverable Energy Sales.

10.2.1 If Alcan notifies Big Rivers and Kenergy of the occurrence of (i) any event which results in damage to or destruction of plant or equipment that renders all or a portion of the Sebree Smelter unfit for normal use and limits Alcan's ability to engage in aluminum reduction operations thereat; (ii) Alcan's demand is initially reduced by at least 50 MW per Hour or more as a result thereof; (iii) such limitation is expected to continue for a period of 48 consecutive hours or longer; and (iv) the proximate cause of such casualty is not an intentional misconduct or willful misconduct of Alcan or any of its Affiliates, Big Rivers shall use reasonable commercial efforts to sell an amount of Energy up to the corresponding reduction in Alcan's demand as a result of such event during the continuance of such limitation, subject to the same terms, conditions and limitations as set forth for Surplus Sales in Section 10.1. The sales of Energy described in this Section 10.2 shall be referred to as "Undeliverable Energy Sales." Alcan may provide such notice orally if followed promptly by written notice. Big Rivers shall use reasonable commercial efforts to make such Undeliverable Energy Sales and, to the extent consistent with notices from Alcan to Big Rivers, maximize the Net Proceeds thereof.

(a) For a period of up to six months from the date of the occurrence of such event, all of the Net Proceeds of any such sales (less the administrative fee pursuant to Section 4.13.1) shall be credited against the Monthly Charge or, if in excess of the Monthly Charge otherwise applicable, such excess shall be paid to Alcan. Upon Alcan providing a certificate representing that the event can not be remedied with reasonable diligence within six months, Kenergy's rights under this Section 10.2 shall be extended for an additional period up to three months.

(b) Upon expiration of the period of Kenergy's rights under this Section 10.2, Big Rivers shall not have any obligations to sell Energy to a Third Party which otherwise would be available for purchase by Alcan hereunder except as otherwise expressly required pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, or Section 10.3 as Potline Reduction Sales. Undeliverable Energy Sales may not be greater than Base Demand per Hour.

(c) If the circumstances described in clauses (i), (ii), and (iv) of this Section 10.2.1 do not continue for a period of 48 consecutive hours or longer, such sales of Energy will be treated as Surplus Sales under Section 10.1 unless Section 10.3 applies.

10.2.2 For any applicable Undeliverable Energy Sale, (i) Kenergy shall pay to Big Rivers any excess of Big Rivers' actual income tax liability relating to such Undeliverable Energy Sale over the estimated income tax liability for such Undeliverable Energy Sale that was

used for purposes of calculating the Net Proceeds on such Undeliverable Energy Sale, and (ii) Big Rivers shall pay to Kenergy, upon Kenergy's receipt of such payment from Big Rivers, any excess of Big Rivers' estimated income tax liability for such Undeliverable Energy Sale that was used for purposes of calculating the Net Proceeds on such Undeliverable Energy Sale over the actual income tax liability of Big Rivers relating to such Undeliverable Energy Sale.

10.3 Potline Reduction Sales.

10.3.1 At the request of Kenergy, Big Rivers shall sell 115 MW (plus or minus 10 MW) per Hour to Third Parties (such sales of Energy are referred to as "Potline Reduction Sales"), such amount subject to Section 10.3.2 below, on either a Firm basis or a System Firm basis concurrently with delivery of not less than 30 days' prior notice from Alcan to Kenergy and Big Rivers (which notice Kenergy and Big Rivers shall keep confidential) if (i) Alcan has ceased or will cease all aluminum smelting operations on one and only one of its potlines at the Sebree Smelter (a "Potline Reduction"); (ii) Alcan is reasonably likely to be able to continue aluminum smelting operations with respect to all of its other potlines at the Sebree Smelter as a result of the cessation of aluminum smelting operations on the potline referred to in clause (i); (iii) Alcan in good faith reasonably estimates the duration of such cessation will equal or exceed 12 months; and (iv) no Potline Reduction Sales have been made for a period of twelve consecutive months prior to the date of such notice. Such notice also shall state the requested duration of the sales of Energy and must be accompanied by a certificate of an officer of Alcan Parent certifying as to the matters set forth in clauses (i), (ii), (iii), and (iv) above.

10.3.2 Alcan, Kenergy and Big Rivers shall reasonably cooperate on a schedule for the graduated reduction and, in the case of a potline restoration, the graduated increase in the demand effected pursuant to Section 10.3.1 in such amounts and over a period of time as is mutually satisfactory.

10.3.3 Kenergy may not withdraw its request for Potline Reduction Sales to the extent that Big Rivers has a legally binding agreement with a Third Party for Potline Reduction Sales (a "Potline Reduction Sales Agreement"), *provided* that Big Rivers acknowledges and agrees that Alcan may at any time increase demand pursuant to Section 10.3.2 and assume responsibility for acquiring Market Energy required during the remainder of the Potline Reduction Sales Agreement.

10.3.4 Big Rivers shall use reasonable commercial efforts to make Potline Reduction Sales and, to the extent consistent with notices from Alcan to Big Rivers, maximize the Net Proceeds thereof. Big Rivers will not have any obligation to market or resell Energy pursuant to this Section 10.3 (i) until Big Rivers first has sold or elected not to sell all amounts of its own surplus Energy available for sale or (ii) to the extent Big Rivers is unable to make Potline Reduction Sales as a result of transmission constraints (whether on or off Big Rivers' transmission system) or other constraints, including constraints imposed by Applicable Law.

10.3.5 Kenergy and Big Rivers shall consult with Alcan and agree on the Potline Reduction Sales that will be made on a Firm basis or a System Firm basis and the terms of same. To the extent Kenergy request the Potline Reduction Sales be made on a Firm basis, Kenergy agrees that if during the term of such sale or sales Big Rivers is required to purchase

replacement Energy or otherwise make payments to meet such Potline Reduction Sales on a Firm basis, Kenergy will reimburse Big Rivers the full cost of such actions and indemnify Big Rivers for any costs, obligations or liabilities incurred by Big Rivers, including liabilities to Third Parties.

10.3.6 All of the Net Proceeds of any Potline Reduction Sales (less the administrative fee pursuant to Section 4.13.1) shall be credited against the Monthly Charge from the effective date of the notice pursuant to Section 10.3.1 until the Cut-Off Date or, if such amount is in excess of the Monthly Charge otherwise applicable, such excess shall be paid to Kenergy for payment to Alcan. The “Cut-Off Date” shall mean the earliest to occur of (a) the first day of the 49th Billing Month after the effective date of the notice given under Section 10.3.1, (b) a date specified in a written notice, if any, by Alcan to Kenergy and Big Rivers, and (c) the earlier of the date (i) one year after the date Alcan commences smelting operations with respect to one or more pots on the previously suspended potline or (ii) all Potline Reduction Sales Agreements have been terminated or expired after Alcan commences smelting operations with respect to one or more pots on the previously suspended potline. Sales of Energy after the Cut-Off Date shall be Surplus Sales pursuant to Section 10.1 and not Potline Reduction Sales pursuant to this Section 10.3. Kenergy agrees that it shall not be permitted to extend the term of Potline Reduction Sales beyond forty-eight months, *provided* that nothing in this Section 10.3.6 shall preclude Kenergy from providing a new notice under Section 10.3.1 after aluminum smelting operations at the suspended potline have been restored, subject to Section 10.3.1(iv).

10.3.7 For any Potline Reduction Sale, (i) Kenergy shall pay to Big Rivers any excess of Big Rivers’ actual income tax liability relating to such Potline Reduction Sale over the estimated income tax liability for such Potline Reduction Sale that was used for purposes of calculating the Net Proceeds on such Potline Reduction Sale, and (ii) Big Rivers shall pay to Kenergy any excess of Big Rivers’ estimated income tax liability for such Potline Reduction Sale that was used for purposes of calculating the Net Proceeds on such Potline Reduction Sale over the actual income tax liability of Big Rivers relating to such Potline Reduction Sale.

10.3.8 For the avoidance of doubt, (i) Potline Reduction Sales shall not include Surplus Sales, Economic Sales or Undeliverable Energy Sales; (ii) nothing in this Section 10.3 shall be construed to relieve Kenergy of its obligation with respect to the Base Energy Charge, the TIER Adjustment or other components of the Monthly Charge payable pursuant to Article 4; and (iii) nothing in this Agreement precludes Undeliverable Energy Sales under Section 10.2 from becoming Potline Reduction Sales if all conditions of this Section 10.3 are met.

10.4 Alcan Retail Agreement. Kenergy covenants that:

10.4.1 it will at all times fully perform and discharge all of its obligations under the Alcan Retail Agreement, and under any transmission agreement pursuant to which amounts of Energy are delivered directly or indirectly to Kenergy for sale and transmission to Alcan;

10.4.2 it will not resell any Electric Services purchased from Big Rivers under this Agreement to any user other than Alcan, except as expressly permitted in this

Agreement or with the prior written consent of Big Rivers, which may be withheld by Big Rivers in its sole discretion, and shall require that any Energy that Kenergy purchases from Big Rivers under this Agreement and resells to Alcan must be consumed by Alcan in connection with the operation of its Sebree Smelter;

10.4.3 it will not take any action or support any action by others that in any manner would impede Kenergy's ability to fulfill its obligations to Big Rivers under this Agreement nor will it amend or modify the Alcan Retail Agreement, including with respect to (i) the rates, terms and conditions for service; (ii) the "Base Monthly Energy," "Supplemental Energy," or "Market Energy" under the Alcan Retail Agreement; (iii) Alcan's payment obligations; or (iv) the term of the Alcan Retail Agreement without the prior written consent of Big Rivers;

10.4.4 it will not waive compliance by Alcan with any of its obligations under the Alcan Retail Agreement, fail to fully enforce the Alcan Retail Agreement against Alcan, or act in any manner that would adversely affect Kenergy's ability to fulfill its obligations under this Agreement;

10.4.5 it will provide to Big Rivers all notices of default received or sent by Kenergy pursuant to the Alcan Retail Agreement;

10.4.6 it will not terminate the Alcan Retail Agreement if the termination would be a breach by Kenergy thereof (including rejection of the agreement in bankruptcy or reorganization proceeding);

10.4.7 it will not terminate the Alcan Retail Agreement for breach by Alcan without providing Big Rivers notice of such Alcan breach and a reasonable opportunity for Big Rivers to cure such Alcan breach, if it should elect, in its sole discretion, to do so. Big Rivers' opportunity to cure will extend, at a minimum, for a period of not less than ten Business Days after the later of (i) the applicable period of time available for a cure by Alcan under the Alcan Retail Agreement, or (ii) notice of the breach by Alcan is delivered by Kenergy to Big Rivers; and

10.4.8 it will not assign or transfer (by operation of law or otherwise) any rights or interests that it may have in the Alcan Retail Agreement to any Person without (i) subject to Section 16.2, first obtaining the written consent of Big Rivers, which consent will not be unreasonably withheld or delayed, and (ii) causing the transferee of the Alcan Retail Agreement to assume and agree to perform all of Kenergy's obligations under this Agreement which arise following that assignment or transfer.

10.5 Refund of Income Tax Estimated for Net Proceeds. Big Rivers shall return to Kenergy for the benefit of Alcan any income taxes deducted in calculating the Net Proceeds of a sale of Energy by Big Rivers which Big Rivers ultimately determines are not required to be paid due to the application of a net operating loss carry-forward of Big Rivers that existed on the Effective Date and that otherwise would have expired unused.

10.6 Mitigation of Uncontrollable Force. Kenergy covenants that (a) if there is an Uncontrollable Force that prevents Big Rivers from delivering or Kenergy from receiving any

Electric Services as required under this Agreement, Kenergy shall use reasonable commercial efforts to obtain Energy and related services from a Third Party Supplier for sale and delivery to Alcan as required under the Alcan Retail Agreement, and (b) Kenergy will take such other actions as are reasonably necessary to avoid a breach or default under the Alcan Retail Agreement that might, if not cured as required by that agreement, result in Alcan's invocation of any of the remedies set forth in Article 14 of the Alcan Retail Agreement.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Occurrence of an Uncontrollable Force. No Party will be considered to be in breach or default in the performance of any of its obligations under this Agreement if the failure of performance is due to an Uncontrollable Force, except as otherwise provided in this Article 11. If either Party is unable, in whole or in part, by reason of Uncontrollable Force to carry out its obligations, then the obligations of the Parties, to the extent that they are affected by such Uncontrollable Force, will be suspended during the continuance of any inability so caused, but for no longer period. A Party will not be relieved of liability for failing to perform if such failure is due to causes arising out of its own negligence or willful acts or omissions.

11.2 Mitigation. A Party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove or remedy such inability as promptly as reasonably possible. Nothing contained herein may be construed to require a Party to prevent or to settle a labor dispute against its will.

11.3 Notice of Uncontrollable Force. A Party shall notify the other Party at the earliest practicable time following (i) the occurrence of any Uncontrollable Force which renders such Party incapable of performing hereunder or (ii) the time at which such Party has reason to expect that such an Uncontrollable Force is imminent. Kenergy also shall notify Big Rivers if it receives notice from Alcan that Alcan anticipates that it will be unable to perform its obligations to Kenergy under any contract or agreement that affects Kenergy's performance under this Agreement due to an Uncontrollable Force and Big Rivers is not an additional addressee of such notice.

11.4 Payment Obligations. Notwithstanding anything in this Agreement to the contrary, the occurrence of an Uncontrollable Force shall not relieve Kenergy of its payment obligations under Article 4, including its payment obligations with respect to the Base Energy Charge.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of Big Rivers. Big Rivers hereby represents and warrants to Kenergy as follows:

12.1.1 Big Rivers is an electric generation and transmission cooperative corporation duly organized and validly existing and in good standing under the laws of the

Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as it is now being conducted and as it is contemplated hereunder to be conducted during the Term hereof.

12.1.2 The execution, delivery and performance of this Agreement by Big Rivers have been duly and effectively authorized by all requisite corporate action.

12.2 Representations and Warranties of Kenergy. Kenergy hereby represents and warrants to Big Rivers as follows:

12.2.1 Kenergy is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligation hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the Term hereof.

12.2.2 The execution, delivery and performance of this Agreement by Kenergy have been duly and effectively authorized by all requisite corporate action.

ARTICLE 13

ADDITIONAL AGREEMENTS

13.1 Regulatory Proceedings.

13.1.1 KPSC Jurisdiction. Nothing in this Agreement shall limit or expand the jurisdiction of the KPSC over Big Rivers, Kenergy or the rates, terms and conditions of Electric Service to Kenergy.

13.1.2 Notice of Material Filings. Big Rivers shall provide to Kenergy and Alcan a copy of any filing with the KPSC or FERC that seeks a change in Big Rivers' tariff, or relief authorized by KRS 278.020, KRS 278.030, KRS 278.212, KRS 278.218, KRS 278.300, KRS 278.183 or 807 KAR 5:056.

13.2 Audit Rights.

13.2.1 Kenergy will permit Big Rivers to audit, upon reasonable notice, at its own expense, at a mutually agreeable time, all information in the possession of Kenergy relating to its service to Alcan under the Alcan Retail Agreement, including scheduled usage, meter records and billing records. Kenergy shall retain all documentation applicable to service to Alcan under the Alcan Retail Agreement for a period of three years beyond the date of the service. Nothing in this Section 13.2 shall obligate Kenergy to disclose attorney-client privileged information.

13.2.2 Big Rivers will permit Kenergy and Alcan to audit, upon reasonable notice, at its own expense, at a mutually agreeable time, all information in the possession of Big Rivers relating to its service to Kenergy under this Agreement, including scheduled deliveries, meter records, billing records, records related to payments made by Alcan to Big Rivers pursuant

to the assignment described in Section 5.1, and such other documents related to payment for and determination of the amount of Electric Services supplied by Big Rivers and delivered to Kenergy for resale and delivery to Alcan and the appropriate classification of such Energy. Big Rivers shall retain all documentation applicable to service to Kenergy under this Agreement for a period of three years.

13.3 [Reserved.]

13.4 Patronage Capital. Big Rivers shall amend its bylaws to adopt the provisions set forth in Appendix B.

13.5 [Reserved.]

13.6 Negotiation of Replacement Agreement. If this Agreement has not been terminated earlier, Big Rivers shall negotiate in good faith with Kenergy and Alcan, no later than January 1, 2023, concerning rates and terms and conditions for new power supply arrangements following the expiration of this Agreement on December 31, 2023.

13.7 Entitlement to Large Industrial Rate. If this Agreement terminates pursuant to a closure of the Sebree Smelter as set forth in Section 7.3.1 and Alcan continues non-smelting operations, Big Rivers acknowledges and agrees that Alcan will be entitled to be served by Kenergy under the Large Industrial Rate; *provided, however*, the capacity and associated Energy served under the Large Industrial Rate shall not exceed 15 MW.

13.8 Unbundling. Unless required by Applicable Law, Big Rivers will not seek to amend the Large Industrial Rate:

(a) To create unbundled services if unbundling those services alone would result in a more than \$1 million of additional revenue to Big Rivers; and

(b) In a manner which results in categories of OATT costs being charged to Kenergy which Alcan is responsible for under the Alcan Retail Agreement and which are utilized by but not charged to the Non-Smelter Ratepayers.

13.9 Not Exclusive Service Arrangement. Nothing in this Agreement may be construed (i) to limit the ability of Kenergy to purchase capacity, Energy or other services from Persons other than Big Rivers to serve Alcan, or (ii) to amend, waive or otherwise alter the terms of Big Rivers' plan of reorganization, as modified June 1, 1998, or agreements relating thereto regarding the supply obligation of Big Rivers after July 17, 1998, for wholesale power required by Kenergy to provide Electric Service to Alcan or Century.

ARTICLE 14

EVENTS OF DEFAULT; REMEDIES

14.1 Events of Default. Each of the following constitutes an “Event of Default” under this Agreement:

14.1.1 Failure by a Party to make any payment in accordance with this Agreement within three Business Days following the non-performing Party’s receipt of written notice of the non-performing Party’s default in its payment obligation;

14.1.2 Failure of a Party to perform any material duty imposed on it by this Agreement (other than a failure to make a payment when due) within 30 days following the non-performing Party’s receipt of written notice of the non-performing Party’s breach of its duty hereunder;

14.1.3 Any attempt by a Party to transfer an interest in this Agreement other than as permitted pursuant to Article 16;

14.1.4 The occurrence and continuance of an “Event of Default” under the Alcan Retail Agreement;

14.1.5 Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;

14.1.6 Assignment by a Party for the benefit of its creditors;

14.1.7 Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment; or

14.1.8 Failure, inability or refusal of Kenergy to cure a breach or default by Kenergy under the Alcan Retail Agreement which gives rise to a termination of the Alcan Retail Agreement, or any termination by Kenergy of the Alcan Retail Agreement in breach or default thereof.

14.2 Remedies, General. Except as otherwise provided in this Agreement, following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Unless otherwise provided herein, remedies provided in this Agreement are cumulative, unless specifically designated to be an exclusive remedy and nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provisions herein provided that:

14.2.1 UNDER NO CIRCUMSTANCE WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGER, EMPLOYEES OR AGENTS BE LIABLE HEREUNDER TO THE OTHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS EMPLOYEES OR AGENTS WHETHER IN TORT, CONTRACT OR OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. EACH PARTY'S LIABILITY HEREUNDER WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2.2 Neither Party may terminate this Agreement as a result of an "Event of Default" under the Alcan Retail Agreement if the actions or omissions of Kenergy caused such "Event of Default"; *provided*, that either Party may terminate this Agreement if the Alcan Retail Agreement is terminated for any reason.

14.2.3 Unless otherwise provided herein, if a Party is in breach of its obligations under this Agreement but such breach does not constitute, or would not with the passage of time or the giving of notice constitute, an Event of Default and this Agreement does not provide any other remedy therefor, if such breach has not been cured by the breaching Party within 60 days after receiving written notice from the non-breaching Party setting forth, in reasonable detail, the nature of such breach, the non-breaching Party may bring a claim for money damages with respect to such breach and exercise its rights under Section 15.2, but will not be entitled to terminate, or seek to terminate, this Agreement, or suspend performance of its obligations and duties hereunder as a result of such breach.

ARTICLE 15

DISPUTE RESOLUTION

15.1 Resolution Meetings. If a dispute arises between the Parties concerning the terms or conditions of this Agreement, the duties or obligations of the Parties under this Agreement, or the implementation, interpretation or breach of this Agreement, either Party may request in writing a meeting among an authorized representative of each of the Parties and, if applicable, Alcan to discuss and attempt to reach a resolution of the dispute. Such meeting will take place within ten days or such shorter or longer time as agreed upon by the Parties of the request. Nothing in this Section 15.1 shall toll or extend the cure period with respect to the failure by a Party to perform its obligations under this Agreement.

15.2 Right to Pursue Rights and Remedies. Absent resolution of a dispute pursuant to Section 15.1, the Parties may pursue at any Governmental Authority all rights and remedies that they may have at law, in equity or pursuant to this Agreement subject to the limitations set forth in this Agreement. Notwithstanding the provisions of this Article 15, each Party may at all times seek injunctive relief, where its delay in doing so could result in irreparable injury.

ARTICLE 16

GENERAL PROVISIONS/SUCCESSORS AND ASSIGNS

16.1 Binding Nature. This Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. No interest in this Agreement may be transferred or assigned by either Party, in whole or in part, by instrument or operation of law, without the prior written consent of the other Party, except as provided in Section 16.4, and except that, subject to satisfaction of the conditions of Section 16.2, assignment may be made by either Party to such Person as acquires all or substantially all the assets of the assigning Party or which merges with or acquires all or substantially all of the equity of such Party. When consent is required, consent may not be unreasonably withheld, conditioned or delayed.

16.2 Limitation on Assignment. In no event may either Party assign this Agreement (including as part of a sale of all or substantially all the assets of the assigning Party or a merger with or purchase of substantially all the equity interests of such Party) (i) to any Person that does not have adequate financial capacity as demonstrated to the reasonable satisfaction of the non-assigning Party or that would otherwise be unable to perform the obligations of the assigning Party pursuant to this Agreement or (ii) on any terms at variance from those set forth in this Agreement except as agreed to in writing by the Parties.

16.3 Duties. No permitted assignment or transfer will change the duties of the Parties, or impair the performance under this Agreement except to the extent set forth in such permitted assignment and approved in writing by the Parties. No Party is released from its obligations under this Agreement pursuant to any assignment, unless such release is granted in writing.

16.4 Financing Lien. Either Party may, without the approval of the other Party, assign this Agreement as collateral security or grant one or more mortgages (including one or more deeds of trust or indentures) on or security interests in its interest under this Agreement in connection with the general financing of its assets or operations.

16.5 Big Rivers Restructuring.

16.5.1 In connection with a Restructuring, Kenergy, Alcan, Century and Big Rivers shall determine a good faith estimate of the cumulative increase or decrease in the TIER Adjustment that such Restructuring would cause in each Fiscal Year over the 24-Billing Month period following the date of the effectiveness of Restructuring (the "Restructuring Amount"). Any change in the Large Industrial Rate approved at the time of or in connection with the Restructuring shall not be considered as an effect of the Restructuring. Nothing in this Agreement, including this Section 16.5, shall limit the ability of Big Rivers to seek a change in or modification of the Large Industrial Rate in connection with the occurrence of a Restructuring.

16.5.2 The Monthly Charge in each month of the 48-month period following the effectiveness of the Restructuring shall be increased or decreased, as applicable, by an amount equal to 1/48th of the product of the Restructuring Amount and the Applicable

Percentage; *provided*, that the application of this Section 16.5 shall not result in Kenergy paying less than the sum of the Large Industrial Rate, the FAC Factor, the Environmental Surcharge Factor and the Non-FAC Purchased Power Adjustment Factor, all on a per MWh basis, for a customer with a 98% load factor with respect to Base Monthly Energy in any Fiscal Year. Sample calculations for determining a Restructuring Amount are set forth in Exhibit A.

16.5.3 This Section 16.5 shall not be applicable to any Restructuring undertaken in response to the loss of revenue caused by the termination of the Century Wholesale Agreement.

16.5.4 If Alcan, Century, Kenergy and Big Rivers are not able to determine a mutually agreeable estimate of the Restructuring Amount, then Big Rivers, Kenergy, Alcan or Century may petition to the KPSC to determine the Restructuring Amount.

ARTICLE 17

MISCELLANEOUS

17.1 Governing Law. This Agreement shall be interpreted, governed by and construed under the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules.

17.2 Jurisdiction. The Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement; *provided* that the subject matter of such dispute is not a matter reserved by law to the KPSC, or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties hereby agree to submit to the jurisdiction of Kentucky courts for such purpose. Venue in state court actions will be in the Henderson Circuit Court as the court in which venue will lie for the resolution of any disputes under this Agreement. Nothing in this paragraph prohibits a Party from referring to FERC any matter properly within FERC's jurisdiction.

17.3 Waiver. The waiver by either Party of any breach of any term, covenant or condition contained herein will not be deemed a waiver of any other term, covenant or condition, nor will it be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein.

17.4 Amendments.

17.4.1 This Agreement may be amended, revised or modified by, and only by, a written instrument duly executed by both Parties.

17.4.2 The Parties acknowledge and agree that nothing in this Agreement shall limit the right of Big Rivers to file changes to the OATT, or limit the right of any Party to challenge any aspect of the OATT, including the applicable loss factor, the transmission service rates or any other transmission or ancillary service issue presented to FERC.

17.5 Good Faith Efforts. The Parties agree that each will in good faith take all reasonable actions within their reasonable control as are necessary to permit the other Party to

fulfill its obligations under this Agreement; *provided* that no Party will be obligated to expend money or incur material economic loss in order to facilitate performance by the other Party. Where the consent, agreement, or approval of either Party must be obtained hereunder, such consent, agreement or approval may not be unreasonably withheld, conditioned or delayed unless otherwise provided herein. Where either Party is required or permitted to act or fail to act based upon its opinion or judgment, such opinion or judgment may not be unreasonably exercised. Where notice to the other Party is required to be given herein, and no notice period is specified, reasonable notice shall be given.

17.6 Notices. A notice, consent, approval or other communication under this Agreement must be in writing, addressed to the Person to whom it is to be delivered at such Person's address shown below and (a) personally delivered (including delivery by a nationally recognized overnight courier service), or (b) transmitted by facsimile, with a duplicate notice sent by a nationally recognized overnight courier service, *provided however*, that (i) a notice under Section 2.3.2(a)(iii) or Section 10.2 may be given by telephone to be followed as soon as reasonably practicable by written notice as described herein and (ii) a notice of Uncontrollable Force shall be given by whatever means is available followed by notice in writing as described herein as soon as reasonably practicable. A notice given to a Person in accordance with this Section 17.6 will be deemed to have been delivered (a) if personally delivered to a Person's address, on the day of delivery if such day is a Business Day, or otherwise on the next Business Day, or (b) if transmitted by facsimile to a Person's facsimile number and a correct and complete transmission report is received, or receipt is confirmed by telephone, on the day of transmission if a Business Day, otherwise on the next Business Day; *provided, however*, that such facsimile transmission will be followed on the same day with the sending to such Person of a duplicate notice by a nationally recognized overnight courier to that Person's address. For the purpose of this Section 17.6, the address of a Party is the address set out below or such other address which that Party may from time to time deliver by notice to the other Party, in accordance with this Section 17.6:

If to Big Rivers:	Big Rivers Electric Corporation 201 Third Street Henderson, Kentucky 42420 Facsimile: (270) 827-2558 Attn: President and CEO
If to Kenergy:	Kenergy Corp. 6402 Old Corydon Road Henderson, Kentucky 42420 Facsimile: (270) 826-3999 Attn: President and CEO

17.7 Severability. If any clause, sentence, paragraph or part of this Agreement should for any reason be finally adjudged by any court of competent jurisdiction to be unenforceable or invalid, such judgment will not affect, impair or invalidate the remainder of this Agreement but will be confined in its operation to the clause, sentence, paragraph or any part thereof directly involved in the controversy in which the judgment is rendered, unless the loss or failure of such

clause, sentence, paragraph or part of this Agreement materially adversely affects the benefit of the bargain to be received by either or both of the Parties, in which event the Parties shall promptly meet and use their good faith best efforts to renegotiate this Agreement in such a fashion as will restore the relative rights and benefits of both Parties or, absent such renegotiation, the Party that was so materially adversely affected will be entitled, in its discretion, to terminate this Agreement.

17.8 Survival. Each provision of this Agreement providing for payment for Electric Services and any other amounts due hereunder, distribution of patronage capital, assignment of the right to collect and enforce collection of amounts due, or related to remedies for default, damage claims, indemnification or payment of other liabilities will survive termination of this Agreement to the full extent necessary for their enforcement and the protection of the Party in whose favor they run.

17.9 Merger. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the matters addressed herein and supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement, except as otherwise provided in (a) Section 6.1 and Section 7.2.5 hereof, (b) Amendment to Wholesale Power Agreements, dated as of July 15, 1998, by and between Big Rivers and Green River Electric Corporation, or (c) Amendment to Wholesale Power Agreements, dated as of July 15, 1998, by and between Big Rivers and Henderson Union Electric Cooperative Corp. The Parties agree and acknowledge that the agreements referred to in clauses (b) and (c) shall survive following the effectiveness of this Agreement. The Parties acknowledge that Big Rivers and Alcan disagree, notwithstanding the Unwind Transaction, as to the obligation of Big Rivers, in the absence of a new or amended contract, to serve Kenergy for the benefit of Alcan when the Existing Alcan Agreement terminates or when this Agreement terminates.

17.10 Further Assurances. The Parties shall execute such additional documents including a consent to assignment, legal opinions, estoppel letters or similar documents, and shall cause such additional actions to be taken as may be required or, in the judgment of any Party, be necessary or desirable, to effect or evidence the provisions of this Agreement and the transactions contemplated hereby.

17.11 Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute but one and the same instrument and each counterpart will have the same force and effect as if they were one original.

17.12 Third-Party Beneficiaries. Nothing in this Agreement may be construed to create any duty to, or standard or care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement other than Alcan.

17.13 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

17.14 No Agency. This Agreement is not intended, and may not be construed to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party will have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or to be an agent or representative of, or otherwise bind, the other Party.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

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

KENERGY CORP.

By: _____
Name: Sanford Novick
Title: President and CEO

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: _____
Name:
Title:

KENERGY CORP.

By: Sanford Novick
Name: Sanford Novick
Title: President and CEO

SCHEDULE 4.11(c)
REFERENCE ANNUAL FUEL COSTS PER MWH

<u>Year</u>	<u>Fuel Cost per MWH Sales*</u>
2008	15.68
2009	16.44
2010	16.74
2011	17.23
2012	17.65
2013	18.25
2014	17.82
2015	18.37
2016	18.38
2017	18.74
2018	18.43
2019	19.18
2020	19.04
2021	19.90
2022	19.23
2023	19.74

* Includes cost of Startups

SCHEDULE 6.2.2
LISTING OF OBLIGATIONS TERMINATED PURSUANT TO THE UNWIND
TRANSACTIONS

RETAIL OBLIGATIONS AND AMENDMENTS

1. Agreement for Electric Service, dated July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
2. Agreement for Electric Service, dated July 15, 1998, between Green River Electric Corporation and Southwire Company
3. Amendment No. 1 to Agreement for Electric Service, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
4. Amendment No. 1 to Agreement for Electric Service, dated as of July 15, 1998, between Green River Electric Corporation and Southwire Company
5. Amendment No. 2 to Agreement for Electric Service, dated as of November 30, 2000, between Kenergy Corp. and Alcan Aluminum Corporation
6. Amendment No. 2 to Agreement for Electric Service, dated as of November 30, 2000, between Kenergy Corp. and Southwire Company

WHOLESALE OBLIGATIONS AND AMENDMENTS

7. Agreement for Electric Service, dated as of July 15, 1998, between Green River Electric Corporation and LG&E Energy Marketing Inc.
8. Agreement for Electric Service, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and LG&E Energy Marketing Inc.
9. Amendment to Wholesale Power Agreements Dated October 12, 1974 and June 11, 1962 Between Big Rivers Electric Corporation and Kenergy Corp., dated as of November 30, 2000, between Big Rivers Electric Corporation and Kenergy Corp.
10. Amendment to Wholesale Power Agreements Dated February 16, 1988 and June 11, 1962 Between Big Rivers Electric Corporation and Kenergy Corp., dated as of November 30, 2000, between Big Rivers Electric Corporation and Kenergy Corp.
11. Agreement of Big Rivers Electric Corporation with Respect to Future Policies and Procedures Regarding Big Rivers' Transmission System (sometimes referred to as the "Wholesale ISO Agreement"), dated as of July 15, 1998, between Big Rivers Electric Corporation, Green River Electric Corporation, Henderson Union Electric Cooperative Corp., Jackson Purchase Electric Cooperative Corporation, and Meade County Rural Electric Cooperative

CERTAIN REORGANIZATION DOCUMENTS

12. Letter Regarding Schedule 5.4(a)(1) Provisions Regarding Restitution Amounts, dated July 2, 1998, from Geo. F. Hobday, Jr. on behalf of Big Rivers, sent to Frank N. King, W. David Denton, David C. Brown, Michael Kurtz, Allison Wade, and Charles Ritz
13. Letter Regarding Restitution Payments, dated July 13, 1998, from Michael Kurtz sent to James M. Miller and Geoff Hobday
14. Letter Regarding Restitution Payments, dated July 14, 1998, from Michael Core, on behalf of Big Rivers, sent to Allan Eyre and John Henderson
15. Letter Regarding Restitution Payments, dated July 15, 1998, from Allan B. Eyre, on behalf of Alcan, and John Henderson, on behalf of NSA and Southwire, sent to Michael Core

SECURITY AND LOCKBOX AGREEMENTS

16. Security and Lockbox Agreement, dated as of July 15, 1998, among PNC Bank, N.A., LG&E Energy Marketing Inc., Kenergy (as successor to Henderson Union), Alcan Corporation (as successor to Alcan Aluminum Corporation) and Alcan Primary Products Corporation (as successor to Alcan Corporation)
17. Security and Lockbox Agreement, dated as of July 15, 1998, by and among LG&E Marketing Inc., Green River Electric Corporation, and Southwire Company

LOAD MANAGEMENT AGREEMENTS

18. Load Management Agreement for Electric Power Supply, dated as of July 15, 1998, among LG&E Energy Marketing Inc., Alcan Corporation (as successor to Alcan Aluminum Corporation) and Alcan Primary Products Corporation (as successor to Alcan Corporation)
19. Load Management Agreement for Electric Power Supply, dated as of July 15, 1998, among LG&E Energy Marketing Inc., Southwire Company, Century Aluminum Company (as successor to Southwire Company), Century Aluminum of Kentucky LLC (as successor to Century Aluminum Company), Hancock Aluminum LLC (as successor to Century Aluminum of Kentucky LLC), and Century Aluminum of Kentucky General Partnership (as successor to Hancock Aluminum LLC and NSA, Ltd.)

ASSURANCES AND GUARANTIES

20. Assurances Agreement, dated July 15, 1998, between LG&E Energy Marketing Inc. and Alcan Aluminum Corporation, with Related Guaranty, dated July 15, 1998, executed by LG&E Energy Corp. in favor of Alcan Aluminum Corporation

21. Assurances Agreement, dated July 15, 1998, between LG&E Energy Marketing Inc. and Southwire Company, with Related Guaranty, dated July 15, 1998, executed by LG&E Energy Corp. in favor of Southwire Company
22. Assurances Agreement, dated as of November 30, 2006, between Century Aluminum of Kentucky General Partnership and Big Rivers Electric Corporation
23. First Amendment to Assurances Agreement Dated as of November, 30, 2006, dated as of November ___, 2007, by and between Century Aluminum of Kentucky General Partnership and Big Rivers Electric Corporation
24. Guaranty, dated August 1, 2003, from Alcan Corporation to and in favor of the E.ON Parties
25. Guaranty, dated July 15, 1998, of E.ON (as successor to LG&E Energy Corp.) to and in favor of Kenergy (as successor to Henderson Union)
26. Guaranty, dated July 15, 1998, by E.ON (as successor to LG&E Energy Corp.) to and in favor of Kenergy (as successor to Green River Electric Corporation)

INDEMNIFICATION AGREEMENTS

27. Indemnification and Assignment Agreement, dated July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
28. Indemnification and Assignment Agreement, dated July 15, 1998, between Green River Electric Corporation and Southwire Company

TIER 3 CONTRACTS AND RELATED DOCUMENTS

29. Agreement for Tier 3 Electric Service (2001-2002), dated as of July 15, 1998, between Green River Electric Company and LG&E Energy Marketing, Inc., with Southwire Company as a third-party beneficiary
30. Agreement for Tier 3 Electric Service (2001-2005), dated as of July 15, 1998, between Green River Electric Company and LG&E Energy Marketing, Inc., with Southwire Company as a third-party beneficiary
31. Agreement for Interruptible Tier 3 Energy, dated as of July 25, 2002, between Kenergy Corp. and Big Rivers Electric Corporation
32. Agreement for Interruptible Tier 3 Energy, dated as of November 5, 2002, between Kenergy Corp. and Big Rivers Electric Corporation
33. Agreement for Interruptible Tier 3 Energy, dated as of September 15, 2003, between Kenergy Corp. and Big Rivers Electric Corporation

34. Agreement for Interruptible Tier 3 Energy, dated as of November 30, 2006, between Kenergy Corp. and Big Rivers Electric Corporation
35. Agreement for Tier 3 Energy (Century), dated as of November 29, 2007, between Kenergy Corp. and Big Rivers Electric Corporation
36. Agreement for Tier 3 Energy (Alcan), dated as of November 29, 2007, between Kenergy Corp. and Big Rivers Electric Corporation
37. Consent to the Agreement for Tier 3 Energy (Alcan), dated November 29, 2007, by Alcan Primary Products Corporation
38. Consent to the Agreement for Tier 3 Energy (Century), dated November 29, 2007, by Century Aluminum of Kentucky General Partnership
39. All other agreements related to the provision of Tier 3 service by or among Big Rivers, Kenergy, the Smelters or any LG&E parties

OTHER AGREEMENTS

40. Assumption and Consent Agreement, dated as of August 1, 2003, among Alcan Primary Products Corporation, WKE Station Two Inc., LG&E Energy Marketing Inc., Western Kentucky Energy Corp. and Kenergy
41. Undertaking of Alcan Corporation, dated August 1, 2003, from Alcan to and in favor of LG&E Energy Marketing Inc., and the Undertaking of Alcan Aluminum Corporation, dated July 15, 1998, in favor of Henderson Union Electric Cooperative Corporation and LG&E Energy Marketing Inc.
42. Special Assignment Agreement, dated as of March 26, 2001, among LG&E Marketing Inc., Southwire Company, Century Aluminum of Kentucky LLC and Century Aluminum Company
43. Consent and Agreement, dated December 23, 2005, among Century Aluminum of Kentucky LLC, Century Aluminum Company, Hancock Aluminum LLC, NSA, Ltd., Century Aluminum of Kentucky General Partnership, Metalsco, Ltd., Skyliner, Inc., Century Kentucky, Inc. and LG&E Energy Marketing Inc.
44. Agreement with Respect to Procedures Regarding Big Rivers' Transmission System, dated as of July 15, 1998, between Green River Electric Corporation and Southwire Company
45. Agreement with Respect to Procedures Regarding Big Rivers' Transmission System, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
46. Joint Use Agreement, dated as of February 8, 2000, between Western Kentucky Energy Corp. and Big Rivers Electric Corporation

SCHEDULE 6.2.3
LISTING OF CERTAIN DULY AUTHORIZED AND EXECUTED AGREEMENTS

RETAIL AGREEMENTS

1. Retail Electric Service Agreement by and between Kenergy Corp. and Alcan Primary Products Corporation
2. Retail Electric Service Agreement by and between Kenergy Corp. and Century Aluminum General Partnership

WHOLESALE AGREEMENTS

3. Wholesale Electric Service Agreement (Alcan) by and between Big Rivers Electric Corporation and Kenergy Corp.
4. Wholesale Electric Service Agreement (Century) by and between Big Rivers Electric Corporation and Kenergy Corp.

COORDINATION AGREEMENTS

5. Coordination Agreement by and between Big Rivers Electric Corporation and Alcan Primary Products Corporation
6. Coordination Agreement by and between Big Rivers Electric Corporation and Century Aluminum of Kentucky General Partnership

LOCKBOX AGREEMENTS

7. Security and Lockbox Agreement (Alcan) by and among Old National Bank, Big Rivers Electric Corporation, Kenergy Corp., and Alcan Primary Products Corporation
8. Security and Lockbox Agreement (Century) by and among Old National Bank, Big Rivers Electric Corporation, Kenergy Corp., and Century Aluminum of Kentucky General Partnership

GUARANTEES

9. Parent Guarantee by Alcan Corporation in favor of Kenergy Corp., and Big Rivers Electric Corporation
10. Parent Guarantee by Century Aluminum Company in favor of Kenergy Corp., and Big Rivers Electric Corporation

APPENDIX A
Non-FAC Purchased Power Adjustment Factor

- A. Base Monthly Energy Sales to the smelters are subject to a Non-FAC Purchased Power Adjustment (PPA) to recover purchased power costs that the smelters have agreed to pay and are not otherwise included in Big Rivers' Fuel Adjustment Clause (FAC).
- B. Definitions

Definitions have the meanings given to them in the Agreement except as provided below:

“Account” is the specified numbered account as set forth in the Uniform System of Accounts – Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

“SEPA” is the Southeastern Power Administration, an agency of the U.S. Department of Energy, or any successor agency.

“Wholesale Smelter Agreements” are the Alcan Wholesale Agreement and the Century Wholesale Agreement.

C. Determination of the PPA

- (1) The monthly amount computed for all wholesale sales to which this PPA is applicable shall be increased or decreased at a rate per kWh in accordance with the following formula:

$$PPA = PP(m)/S(m) - PP(b)/S(b)$$

Where PPA is the PPA Factor for the month; PP(m) is the current Purchased Power Cost for the month; S(m) is the current applicable sales; PP(b) is the Purchased Power Cost for the base period; and S(b) is the sales in the base period. For the initial base period, PP(b)/S(b) (the “Purchased Power Base”) is \$0.00175.

- (2) Purchased Power Costs (PP) shall be the sum of:
- (a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, and 555.152 regarding Big Rivers' cost share of HMP&L's Station Two) including transmission and related costs that are expensed to Account 565;
- (b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; and

(c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

Less:

(c) The total cost of power purchased directly associated with sales (including related system energy losses) by Big Rivers either to non-Member purchasers of power or to Kenergy under either Wholesale Smelter Agreement for resale to either Smelter as energy products other than Base Monthly Energy, assuming SEPA power followed by the lowest cost power, whether generated or purchased, shall be allocated to Applicable Sales.

(3) Applicable Sales (S) shall be all kilowatt-hours sold at wholesale by Big Rivers (a) to its Members under all electric rate schedules, including the Large Industrial Rate, for resale to Kentucky ratepayers (other than the Smelters), and (b) to Kenergy as Base Monthly Energy as defined in each of the Wholesale Smelter Agreements.

(4) The current month (m) shall be the second month preceding the month in which the PPA Factor is billed.

APPENDIX B

Proposed Big Rivers Bylaw Provisions

Section 1. Operation on a Cooperative Basis. The cooperative shall at all times be operated on a non-profit, cooperative basis for the mutual benefit of its patrons. As used in these Bylaws, “patron” shall include members and non-members alike, who have expressly contracted in writing to do all or a portion of their business with the cooperative on a patronage basis on the terms contained in these Bylaws. No interest or dividends shall be paid or payable by the cooperative on any capital furnished by its patrons.

Section 2. Patronage Net Earnings. (a) The patronage net earnings of the cooperative (1) attributable to that portion of the year during which the closing of the Unwind Transaction occurs (the “Unwind Year”) that commences on January 1 of such year and ends on the last day of the month preceding the month in which the closing of the Unwind Transaction occurs (the “Initial Unwind Period”) and (2) attributable to 2008 (if the Unwind Year shall not be 2008) and all subsequent years preceding the Unwind Year shall be determined and allocated to the patrons in accordance with the bylaws as in effect on January 1, 2008. The patronage net earnings of the cooperative attributable to that portion of the Unwind Year that commences on first day of the month in which the closing of the Unwind Transaction occurs and ends on December 31 of such year (the “Subsequent Unwind Period”) (and all subsequent years) shall be determined and allocated to the patrons in accordance with the bylaws currently in effect. The patronage net earnings attributable to each of the Initial Unwind Period and the Subsequent Unwind Period will be determined by closing the books of the cooperative as of the last day of the Initial Unwind Period and by treating each of the Initial Unwind Period and the Subsequent Unwind Period as a short period taxable year; provided, that, the patronage net earnings of the cooperative attributable to the Unwind Transaction will be allocated solely as provided in clause (c)(2) below.

(b) The taxable income or loss of the cooperative from business done with or for its patrons on a cooperative basis, as computed for U.S. federal income tax purposes for purposes of calculating regular taxable income tax and alternative minimum taxable income, prior to taking into account any deduction for patronage dividends but after offset (if applicable) by any available tax loss carryforward amounts attributable to a deficit in patronage earnings from prior taxable years (“patronage net earnings”) shall, if positive, be allocated in an amount no less than the greater of such patronage net earnings as computed for regular income tax purposes and such patronage net earnings as computed for alternative minimum tax purposes to the patrons of the cooperative in the manner detailed in clause (c) below and, if negative, be treated in the manner detailed in clause (d) below.

(c)(1) As of the end of each taxable year, the amount of the patronage net earnings of the cooperative (except as provided in clauses (c)(2) and (c)(3) below relating to the Unwind Transaction and Extraordinary Transactions) shall be allocated to the patrons of

the cooperative based on the ratio of the patronage net book earnings attributable to each such patron for the year over the patronage net book earnings attributable to all of the patrons for that year provided, however, that for the Subsequent Unwind Period, the allocation shall be made based on the ratio of the patronage net book earnings attributable to each such patron for the Subsequent Unwind Period over the patronage net book earnings attributable to all of the patrons for the Subsequent Unwind Period. For this purpose, the patronage net book earnings attributable to each patron with respect to any year shall be $M_{Rural} + M_{LargeIndustrial} + M_{Smelters}$, where

M_{Rural} = the greater of zero or $((R_{Rural} - A) * K_{Rural})$

$M_{LargeIndustrial}$ = the greater of zero or $((R_{LargeIndustrial} - A) * K_{LargeIndustrial})$;

$M_{Smelters}$ = the greater of zero or $((R_{Smelters} - A) * K_{Smelters})$.

For purposes of the foregoing:

R_{Rural} = the cooperative's system-average revenue per kWh for that year from sales to the applicable patron for resale to rural consumers (as determined pursuant to GAAP);

$R_{LargeIndustrial}$ = the cooperative's system-average revenue per kWh for that year from sales to the applicable patron for resale to large industrial consumers (as determined pursuant to GAAP);

$R_{Smelters}$ = the cooperative's system-average revenue per kWh for that year from sales to the applicable patron for resale to smelter consumers (as determined pursuant to GAAP);

A = the cooperative's system-average cost per kWh for that year (based on the Total Cost of Electric Service, as set forth in the cooperative's RUS Form 12a for the year, and the Sales of Electricity (Grand Total), as set forth in the cooperative's RUS Form 12b for the year, and, hence, determined pursuant to GAAP);

K_{Rural} = the number of kWh purchased by the applicable patron during that year for resale to rural consumers;

$K_{LargeIndustrial}$ = the number of kWh purchased by the applicable patron during that year for resale to large industrial consumers;

$K_{Smelters}$ = the number of kWh purchased by the applicable patron during that year for resale to smelter consumers (if any).

Notwithstanding the foregoing, if the patronage net book earnings attributable to all of the patrons is negative for any year, the allocation of the patronage net earnings for that year shall instead be based on the ratio of (i) the cumulative patronage net earnings of the cooperative allocated to each of the patrons in all prior years subsequent to 1998, which is the year in which Big Rivers' bankruptcy reorganization closed, to (ii) the cumulative patronage net earnings allocated to all of the patrons during such years.

(2) The patronage net earnings of the cooperative attributable to the Unwind Transaction will be allocated amongst the patrons of the cooperative based on the ratio of the historic patronage allocations made to each of the patrons to the historic patronage allocations made to all of the patrons with respect to the period commencing with January 1, 1999, which is the year subsequent to the year in which Big Rivers' bankruptcy

reorganization closed, and terminating on the last day of the month preceding the month in which the closing of the Unwind Transaction occurs.

(3) In the event that an Extraordinary Transaction occurs as the result of the sale of generation or transmission assets, the patronage net earnings of the cooperative attributable to such sale of assets (but not in excess of the patronage net earnings for the year of such sale) will be allocated among the patrons of the cooperative based on the ratio of the historic patronage allocations made to each of the patrons (other than allocations made pursuant to (i) the 2000 Patronage Capital Allocation, (ii) the Unwind Transaction, and (iii) this Section 2(c)(3)) to the historic patronage allocations made to all of the patrons (other than allocations made pursuant to (i) the 2000 Patronage Capital Allocation, (ii) the Unwind Transaction, and (iii) this Section 2(c)(3)) for the period commencing on the first day of the year during which depreciation allowances were first allowed for federal income tax purposes with respect to the assets sold and terminating on the last day of the year during which such assets were sold. In the event that an Extraordinary Transaction occurs other than as the result of the sale of generation or transmission assets, the patronage net earnings of the cooperative attributable to such Extraordinary Transaction (but not in excess of the patronage net earnings for the year of such Extraordinary Transaction) will be allocated among the patrons of the cooperative based on the ratio of the historic patronage allocations made to each of the patrons (other than allocations made pursuant to (i) the 2000 Patronage Capital Allocation, (ii) the Unwind Transaction, and (iii) this Section 2(c)(3)) to the historic patronage allocations made to all of the patrons (other than allocations made pursuant to (i) the 2000 Patronage Capital Allocation, (ii) the Unwind Transaction, and (iii) this Section 2(c)(3)) for the period that most equitably relates to the income or gain arising from the Extraordinary Transaction, taking into account all relevant facts and circumstances.

(d) If the patronage net earnings of the cooperative for any taxable year is negative, the deficit shall be carried forward and applied as an offset against future positive patronage net earnings (in accordance with clause (b) above).

(e) If patronage net earnings of the cooperative shall be adjusted (by the IRS on audit or otherwise) for any year, the amount of patronage net earnings allocated to each patron pursuant to this Section 2 for that year shall be automatically adjusted in accordance with this Section 2 to reflect the recomputed patronage net earnings, with each member being notified within a reasonable time thereafter of the amount of the adjustment allocated to the patron's capital account.

Section 3. Nonpatronage Net Earnings. The taxable income or loss of the cooperative from business not done with or for its patrons on a cooperative basis for any taxable year, as computed for U.S. federal income tax purposes (“nonpatronage net earnings”), after offset (if applicable) by any available tax loss carryforward amounts attributable to a deficit in nonpatronage net earnings from prior taxable years, shall, if positive, be retained by the cooperative as a permanent source of equity and, if negative, shall be carried forward to be applied as an offset against future positive nonpatronage net earnings. If the nonpatronage net earnings of the cooperative shall be adjusted (by the

IRS on audit or otherwise) for any year, the calculations made pursuant to this Section 3 for that year shall be automatically adjusted in accordance with this Section 3 to reflect the recomputed nonpatronage net earnings.

Section 4. Record-Keeping. The membership fee paid and the amount of patronage net earnings allocated to each patron shall be credited to a capital account maintained for such patron, with the books and records of the cooperative being set up and kept in such manner that, at the end of each taxable year, the amount of capital allocated and credited to each patron is clearly reflected in an appropriate record to the capital account of each patron (with the cooperative notifying each patron within a reasonable time after the close of the taxable year notify the amount of the patronage net earnings allocated to the patron's account with respect to such taxable year). All such amounts allocated to the capital account of any patron in accordance with this Article VIII shall be in pursuance of a legal obligation to do so. The capital account of each patron shall be assignable only on the books of the cooperative pursuant to written instructions from the assignor and only to successors in interest or successors in occupancy of all or a part of such patron's premises served by the cooperative unless the board of directors, acting under policies of general application, shall otherwise determine.

Section 5. Retirement of Patronage Capital. If, at any time prior to the liquidation of the cooperative, the board of directors shall determine that the financial condition of the cooperative will not be impaired thereby, the patrons' capital accounts may be retired in full or in part (except that no distribution shall be made that would result in a violation of any financial covenant of the cooperative). Generally, such retirements of capital shall be made in order of priority according to the year in which the patronage net earnings were allocated. Notwithstanding the foregoing, however, the board of directors shall have the discretion to determine the method of allocation, basis and order of priority of repayment for all amounts furnished as patronage capital.

Upon the liquidation of the cooperative, the assets of the cooperative shall be distributed in the following order: (i) all debts and obligations of the cooperative shall be paid in accordance with lawful priorities; (ii) each patron's capital account balance shall be paid without priority on a pro rata basis until all such capital accounts (as determined subsequent to adjusting such accounts by allocations of patronage net earnings for the year of liquidation) have been reduced to zero and (iii) any remaining assets of the cooperative shall be paid to the current and former patrons of the cooperative based upon the amount of their historic patronage with the cooperative measured by kilowatt-hours purchased from Big Rivers over the life of the cooperative. The life of the cooperative is defined to begin at the date Big Rivers was formed in 1961 and to continue uninterrupted through Big Rivers' bankruptcy reorganization to the date of liquidation.

Section 6. Definitions. For purposes of this Article VIII, the "Unwind Transaction" shall mean the transactions contemplated by that certain Transaction Termination Agreement dated as of March 26, 2007 to which the cooperative is a party, and an "Extraordinary Transaction" shall mean any transaction or event occurring after the completion of the Unwind Transaction and other than in the ordinary course of the

business of the cooperative (including without limitation a sale of generation or transmission assets) where the patronage net earnings from such transaction or event are in excess of \$30 million.

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Pottline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)	
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)						
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh	
1	1.1.16 - Base Demand (MW) (a)	Contract	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	
2	1.1.18 - Base Fixed Energy (TWh) (b)	Contract	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	
3															
4	Energy Balance (Annual TWh)														
5	Assumed Load Factor	Assumption	98%	96%	100%	100%	100%	102%	100%	102%	88%	49%	85%	94%	98%
6	Metered Energy	Assumption	7.297	7.148	7.446	7.428	7.428	7.560	7.428	7.560	6.567	3.649	6.310	7.012	7.287
7	2.3.2 - Supplemental Energy														
8	2.3.2(a) Interruptible Energy	Assumption				0.131									
9	2.3.2(b) Buy-Through Energy	Assumption					0.131								
10	2.3.2(c) Market Energy														
11	Consumed	Assumption						0.197							
12	Sold	Assumption						0.066							
13	1.1.13 - Backup Energy														
14	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption							0.131	0.131					
15	4.4.1(c) - Excess	Assumption								0.131					
16	1.1.15 - Base Curtailed Energy													0.285	
17	4.13.2 - Curtailment of Purchased Power	Assumption													
18	4.13.3 - Economic Sales	Assumption (Max. Under Contract)												0.010	
19	10.1 - Surplus Sales	Assumption								0.730					
20	10.2 - Undeliverable Energy Sales	Assumption									3.649				
21	10.3 - Pottline Reduction Sales	Assumption (Approx. Max.)										0.987			
22	1.1.18 / 19 - Base Hourly/Monthly Energy	line 6 + 17 + 18 + 19 + 20 + 21	7.297	7.148	7.446	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	
23	1.1.22 - Base Variable Energy	line 22 - line 2	-	(0.149)	0.149	-	-	-	-	-	-	-	-	-	
24															
25	Key Rates														
26	Market Energy Price	Assumption *	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	121.89	
27	4.3 - Supplemental Energy **														
28	4.3.1 - Interruptible Energy Rate	Assumption				60.94									
29	4.3.2 - Buy-Through Energy Rate	Assumption					60.94								
30	4.3.3 - Market Energy Rate	Assumption						60.94							
31	4.4 - Backup Energy Rate	Assumption													
32	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption							60.94	60.94					
33	4.4.1(c) - Excess	Contract								250.00					
34	1.1.72 - Market Reference Rate	Assumption												60.94	
35	1.1.21 - Base Rate	See Supporting Sched.	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	
36	1.1.23 - Base Variable Rate	See Supporting Sched.	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	
37	1.1.52 - FAC Factor	Tariff	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	
38	1.1.43 - Environmental Surcharge Factor	Tariff	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	
39	1.1.84 - Non-FAC Purchased Power Adjustment Factor	Contract (Appendix A)	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	
40	4.11.4 - Surcharges:														
41	4.11 (a)	See contract charges below													
42	4.11 (b)	Contract	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	
43	4.11 (c)	See Supporting Sched.	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	
44	* Placeholder value intended to represent costs of energy plus appropriate inclusion or exclusion of transmission services charges or any other charges or other expenses, per the Retail Service Agreement (see also Net Proceeds, below).														
45	** Assumed priced at cost, for illustration														

**Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)**
Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Potline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)	
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)						
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh	
46	Charges (\$M)	(2 x 35) + (23 x 36)	205.4	203.6	207.3	205.4	205.4	205.4	205.4	205.4	205.4	205.4	205.4	205.4	
47	4.2 Base Energy Charge														
48	4.3 Supplemental Energy Charge				8.0	-	-	-	-	-	-	-	-	-	
49	4.3.1 Interruptible Energy	8 x 28	-	-	-	8.0	-	-	-	-	-	-	-	-	
50	4.3.2 Buy-Through Energy	9 x 29	-	-	-	-	16.0	-	-	-	-	-	-	-	
51	4.3.3 Market Energy	10 x 30	-	-	-	-	-	-	-	-	-	-	-	-	
52	4.4 Back-up Energy Charge							8.0	8.0	-	-	-	-	-	
53	4.4.1(a) and (b) (within 10MW per Smelter)	14 x 32	-	-	-	-	-	-	32.9	-	-	-	-	-	
54	4.4.1(c) - Excess	15 x 33	-	-	-	-	-	-	-	-	-	-	-	-	
55	4.5 Transmission Services Charge	Contract													
56	4.6 Excess Reactive Demand Charge	Contract													
57	4.7 TIER Adjustment Charge	See Supporting Sched.	-	-	-	-	-	-	-	-	-	-	-	-	
58	4.8 Adjustable Charges														
59	4.8.1 FAC Charge	22 x 37	81.9	80.2	83.5	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	
60	4.8.2 Non-FAC Purchased Power Adjustment Charge	22 x 39	0.5	0.5	0.6	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	
61	4.8.3 Environmental Surcharge	22 x 38	15.96	15.63	16.28	15.96	15.96	15.96	15.96	15.96	15.96	15.96	15.96	15.96	
62	4.9 Rebate	See Supporting Schedules	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(17.5)	(7.1)	(0.7)	(0.7)	(0.7)	(0.9)	
63	4.10 Equity Development Credit	Contract													
64	4.11 Surcharge														
65	4.11 (a)	Contract	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	
66	4.11 (b)	2 x 42	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	
67	4.11 (c)	2 x 43	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	
67A	4.11 (d)	-\$200,000 x 12	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	
68	4.12 Retail Fee	Contract	-	-	-	-	-	-	-	-	-	-	-	-	
69															
70	Total Charges		314.6	310.7	318.4	322.6	322.6	330.6	322.6	338.6	308.2	314.6	314.6	314.4	
71															
72	Credits (\$M)														
73	Net Proceeds	(12+18+19+20)x25 - (tax + admn. cost) * / Resale of Market Energy						4.0		39.9	199.3	53.9		1.1	
74	Avoidable Base Charge	See Supporting Schedules								30.4					
75															
76	4.13														
77	4.13.1 Surplus, Undeliverable Energy, and Potline Reduction Sales									30.4					
78	Surplus Sales	Min. of 73 and 74									199.3	53.9			
79	Undeliverable Energy, and Potline Reduction Sales	line 73											17.4		
80	4.13.2 Curtailment for Purchased Power	17 x 34												0.8	
81	4.13.3 Economic Sales	line 73 x 75%						4.0							
82	4.13.4 Market Energy Sales	line 73													
83															
84	Total Credits	78 + 79 + 80 + 81 + 82						4.0		30.4	199.3	53.9	17.4	0.8	
85	Net Charges	line 70 - line 84	314.6	310.7	318.4	322.6	322.6	326.6	322.6	338.6	277.8	115.3	260.6	297.2	
86	Net Charges per MWh Metered														
87	* Simplified calculation; in practice would include estimated Big Rivers tax liability (as applicable per sections 1.1.79, 10.1.4, 10.2.3, 10.3.7, and 13.3). Administrative fees are modeled per section 4.13.1.														
88															

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Potline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)					
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh
89	Supporting Schedules													
90														
91	1.1.21 Smelter Base Rate													
92	Large Industrial Rate													
93	Load Factor (%)	Member Load Forecast	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%
94	Energy (\$/ MWH)	Tariff	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72
95	Demand (\$/ KW-mo.)	Tariff	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15
96	Blend		31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39
97	MDA (\$/ MWH)	[Tariff]	-	-	-	-	-	-	-	-	-	-	-	-
98	Net Rate (\$/ MWH)		31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39
99	Large Industrial Rate @ 98% LF	Contract	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90
100	Plus Margin	Contract	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
101	Smelter Base Rate		28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15
102														
103	1.1.23 Base Variable Rate													
104	FAC Base	Tariff	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72
105	Environmental Surcharge base	Tariff	-	-	-	-	-	-	-	-	-	-	-	-
106	Purchased Power Base	Tariff	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
107	Total		12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47
108														
109	4.11 (c) Surcharge													
110	Reference Fuel Expense (\$/ MWh)	Contract	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44
111	Actual Fuel Expense (\$/ MWh)	Assumption	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94
112	Min. of i) Actual Less Reference and ii) \$0.60 (not less than zero)		0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
113														
114	1.1.12 Avoidable Base Charge													
115	1.1.11(a)													
116	(i) Base Rate plus Adjustable Charge Rates	35 + 37 + 38 + 39								41.63				
117	(ii) Base Fixed Energy made available whether or not sold	line 19								0.73				
118	\$M	line 116 x line 117								30.38				
119	Plus													
120	1.1.11(b)													
121	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39								25.95				
122	(ii) Base Variable Energy made available whether or not sold	line 23								-				
123	\$M	line 121 x line 122								-				
124	Less													
125	1.1.11(c)													
126	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39								25.95				
127	(ii) Base Fixed or Variable Energy neither Metered nor Sold									-				
128	\$M	line 126 x line 127								-				
129	Net	line 118 + line 123 - line 128								30.38				
130														

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)

Year Modeled:

2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Pottline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)	
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)						
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh	
131	4.7 TIER Adjustment Charge														
132	4.7.5 TIER Adjustment														
133	System Revenues Before TIER Adjustment														
134	Base Case	Financial Model	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	
135	Increment from Base Case (Accounts for Both Smelters):														
136	Base Energy Charge	22 x 36		(1.9)	1.9	-	-	-							
137	FAC/ ES/ PPA Charges	23 x (37 + 38+ 39)		(2.0)	2.0	-	-	-							
138	Supplemental Energy	49 + 50 + 51				8.0	8.0	16.0							
139	Backup Energy	53 + 54							8.0	40.9					
140	Net Proceeds	line 73						4.0		39.9	199.3	53.9		1.1	
141	Less: Credits	line 84						(4.0)		(30.4)	(199.3)	(53.9)	(17.4)	(0.8)	
142	Total Increment from Base Case	136 + 137 + 138 + 139 + 140 + 141	-	(3.9)	3.9	8.0	8.0	16.0	8.0	40.9	9.5	-	(17.4)	0.3	
143	Total Revenues	line 134 - line 142	579.4	575.5	583.3	587.4	587.4	595.4	587.4	620.3	588.9	579.4	579.4	562.0	579.7
144	System Expenses Before TIER Adjustment														
145	Base Case - Gross	Financial Model	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	
146	Net Debit to Power Purchases reflected in Regulatory Account	Financial Model	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	
147	Base Case - Net	Financial Model	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	
148	Increment from Base Case														
149	Variable Costs *	23 x (36 + 37+ 38+ 39)		(3.9)	3.9	-	-	-							
150	Power Purchases	138 + 139				8.0	8.0	16.0	8.0	16.0	-	-	(17.4)	-	
151	Interest (net of capitalization)														
152	Other														
153	Total Increment from Base Case	149 + 150 + 151 + 152	-	(3.9)	3.9	8.0	8.0	16.0	8.0	16.0	-	-	(17.4)	-	
154	Total Expenses	line 147 + line 153	564.1	560.3	568.0	572.1	572.1	580.1	572.1	580.1	564.1	564.1	564.1	546.8	564.1
155	Net Margin Before TIER Adjustment	line 143 - line 154	15.3	15.3	15.3	15.3	15.3	15.3	15.3	40.1	24.8	15.3	15.3	15.5	
156	Interest Charges Plus Net Margin	line 155 + line 158	68.8	68.8	68.8	68.8	68.8	68.8	68.8	93.7	78.3	68.8	68.8	69.1	
157	Interest Charges:														
158	Base Case	Financial Model	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	
159	Increment from Base Case														
160	Total	line 158 - line 159	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	
161	Pre-Adjustment TIER	line 156/ line 160	1.285	1.285	1.285	1.285	1.285	1.285	1.285	1.749	1.462	1.285	1.285	1.285	
162	Incremental Revenue Needed to Achieve TIER = 1.24x	(1.24 - line 161) x line 160	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(27.3)	(11.9)	(2.4)	(2.4)	(2.7)	
163	Adjustments:														
164	4.7.5(f) No revenue from Economic/ Transition Reserves	Financial Model	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	
165	Other		-	-	-	-	-	-	-	-	-	-	-	-	
166	Total	line 164 + line 165	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	
167	TIER Adjustment	line 162 + line 166	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(25.9)	(10.5)	(1.0)	(1.0)	(1.3)	
168	TIER Adjustment Charge	Max. of line 167 and zero	-	-	-	-	-	-	-	-	-	-	-	-	
169															
170	4.9 Rebate														
171	Excess TIER Amount		(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(25.9)	(10.5)	(1.0)	(1.0)	(1.3)	
172	Rebate:														
173	Smelter MWh		68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	
174	Rebate		(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(17.5)	(7.1)	(0.7)	(0.7)	(0.9)	
175															
176	* Example assumes variable costs incurred at rate stipulated in 1.1.21, plus FAC, Environmental Surcharge, and PPA														
177															

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Potline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)					
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh
178	Quarterly TIER Adjustment Charge													
179		Base Case												
180														
181	Revenues	579.4												
182	Expenses	564.1												
183	Net Margin Before TIER	15.3												
184	Interest + Margin	68.8												
185	Interest Charges	53.6												
186	Pre-Adjustment TIER	1.29												
187	Increment Needed for 1.24x	(2.4)												
188	Adjustments	1.4												
189	TIER Adjustment	(1.0)												
190	TIER Adjustment Charge													
191	1st Q	-												
192	2nd Q	-												
193	3rd Q	-												
194	4th Q	-												
195														
196	* Illustrative Forecast Weightings (actual forecast methodologies to be determined)													
197	YTD													
198	Original Budget													
199														
200	YTD													
201	Revenues													
202	Expenses													
203	Net Margin Before TIER													
204	Interest + Margin													
205	Interest Charges													
206	Pre-Adjustment TIER													
207	Increment Needed for 1.24x													
208	Adjustments													
209	TIER Adjustment													
210														
211	Revised Full- Year Forecast													
212	Revenues													
213	Expenses													
214	Net Margin Before TIER													
215	Interest + Margin													
216	Interest Charges													
217	Pre-Adjustment TIER													
218	Increment Needed for 1.24x													
219	Adjustments													
220	TIER Adjustment													
221														

**Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009**

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjus. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
1	1.1.16 - Base Demand (MW) (a)	Contract	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0			850.0
2	1.1.18 - Base Fixed Energy (TWh) (b)	Contract	7.297	1.824	1.824	1.824	1.824	1.824	1.824	7.297		4.9	7.297
3													
4	Energy Balance (Annual TWh)												
5	Assumed Load Factor	Assumption	98%	96%	100%	98%	98%						
6	Metered Energy	Assumption	7.297	1.787	1.862	1.824	1.824	1.824	7.297				7.297
7	2.3.2 - Supplemental Energy												
8	2.3.2(a) Interruptible Energy	Assumption											
9	2.3.2(b) Buy-Through Energy	Assumption											
10	2.3.2(c) Market Energy												
11	Consumed	Assumption											
12	Sold	Assumption											
13	1.1.13 - Backup Energy												
14	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption											
15	4.4.1(c) - Excess	Assumption											
16	1.1.15 - Base Curtailed Energy												
17	4.13.2 - Curtailment of Purchased Power	Assumption											
18	4.13.3 - Economic Sales	Assumption (Max. Under Contract)											
19	10.1 - Surplus Sales	Assumption											
20	10.2 - Undeliverable Energy Sales	Assumption											
21	10.3 - Potline Reduction Sales	Assumption (Approx. Max.)											
22	1.1.18 / 19 - Base Hourly/ Monthly Energy	line 6 + 17 + 18 + 19 + 20 + 21	7.297	1.787	1.862	1.824	1.824	1.824	7.297				7.297
23	1.1.22 - Base Variable Energy	line 22 - line 2	-	(0.037)	0.037	-	-	-	(0.000)				-
24													
25	Key Rates												
26	Market Energy Price	Assumption *	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94			60.94
27	4.3 - Supplemental Energy **												
28	4.3.1 - Interruptible Energy Rate	Assumption											
29	4.3.2 - Buy-Through Energy Rate	Assumption											
30	4.3.3 - Market Energy Rate	Assumption											
31	4.4 - Backup Energy Rate	Assumption											
32	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption											
33	4.4.1(c) - Excess	Contract											
34	1.1.72 - Market Reference Rate	Assumption											
35	1.1.21 - Base Rate	See Supporting Sched.	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15			28.15
36	1.1.23 - Base Variable Rate	See Supporting Sched.	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47			12.47
37	1.1.52 - FAC Factor	Tariff	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22			11.22
38	1.1.43 - Environmental Surcharge Factor	Tariff	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19			2.19
39	1.1.84 - Non-FAC Purchased Power Adjustment Factor	Contract (Appendix A)	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08			0.08
40	4.11.4 - Surcharges:												
41	4.11 (a)	See contract charges below											
42	4.11 (b)	Contract	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60			0.60
43	4.11 (c)	See Supporting Sched.	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60			0.600
44	* Placeholder value intended to represent costs of energy plus appropriate inclusion or exclusion of transmission services ch												
45	** Assumed priced at cost, for illustration												

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
46	Charges (\$M)												
47	4.2 Base Energy Charge	(2 x 35) + (23 x 36)	205.4	50.9	51.8		51.4		51.4	205.4			205.4
48	4.3 Supplemental Energy Charge												
49	4.3.1 Interruptible Energy	8 x 28	-	-	-		-		-				
50	4.3.2 Buy-Through Energy	9 x 29	-	-	-		-		-				
51	4.3.3 Market Energy	10 x 30	-	-	-		-		-				
52	4.4 Back-up Energy Charge												
53	4.4.1(a) and (b) (within 10MW per Smelter)	14 x 32	-	-	-		-		-				
54	4.4.1(c) - Excess	15 x 33	-	-	-		-		-				
55	4.5 Transmission Services Charge	Contract											
56	4.6 Excess Reactive Demand Charge	Contract											
57	4.7 TIER Adjustment Charge	See Supporting Sched.	-	-	2.0	2.0	3.5	5.5	-	5.5	13.1	(13.1)	-
58	4.8 Adjustable Charges												
59	4.8.1 FAC Charge	22 x 37	81.9	20.0	20.9		20.5		20.5	81.9			81.9
60	4.8.2 Non-FAC Purchased Power Adjustment Charge	22 x 39	0.5	0.1	0.1		0.1		0.1	0.5			0.5
61	4.8.3 Environmental Surcharge	22 x 38	15.96	3.91	4.07		3.99		3.99	15.96			15.96
62	4.9 Rebate	See Supporting Schedules	(0.7)	-	-		-		-	-		(0.7)	(0.7)
63	4.10 Equity Development Credit	Contract											
64	4.11 Surcharge												
65	4.11 (a)	Contract	5.1	1.3	1.3		1.3		1.3	5.1			5.1
66	4.11 (b)	2 x 42	4.4	1.1	1.1		1.1		1.1	4.4			4.4
67	4.11 (c)	2 x 43	4.4	1.1	1.1		1.1		1.1	4.4			4.4
67A	4.11 (d)	-\$200,000 x 12	(2.4)	(0.6)	(0.6)		(0.6)		(0.6)	(2.4)			(2.4)
68	4.12 Retail Fee	Contract	-	-	-		-		-	-			-
69													
70	Total Charges		314.6	77.8	81.8		84.3		84.3	328.3	(13.1)	(0.7)	314.6
71													
72	Credits (\$M)												
73	Net Proceeds	(12+18+19+20)x25 - (tax + admn. cost) * / Resale of Market Energy											
74	Avoidable Base Charge	See Supporting Schedules											
75													
76	4.13												
77	4.13.1 Surplus, Undeliverable Energy, and Potline Reduction Sales												
78	Surplus Sales	Min. of 73 and 74											
79	Undeliverable Energy, and Potline Reduction Sales	line 73											
80	4.13.2 Curtailment for Purchased Power	17 x 34											
81	4.13.3 Economic Sales	line 73 x 75%											
82	4.13.4 Market Energy Sales	line 73											
83													
84	Total Credits	78 + 79 + 80 + 81 + 82											
85	Net Charges	line 70 - line 84	314.6	77.8	81.8		84.3		84.3	328.3	(13.1)	(0.7)	314.6
86	Net Charges per MWh Metered												
87	* Simplified calculation; in practice would include estimated Big Rivers tax liability (as applicable per sections 1.1.79, 10.1.4, 10.2.3, 10.3.7, and 13.3). Administrative fees are modeled per section 4.13.1.												
88													

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
 Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modelled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
89	Supporting Schedules												
90													
91	1.1.21 Smelter Base Rate												
92	Large Industrial Rate												
93	Load Factor (%)	Member Load Forecast	79%	79%	79%	79%	79%	79%	79%				79%
94	Energy (\$/ MWh)	Tariff	13.72	13.72	13.72	13.72	13.72	13.72	13.72				13.72
95	Demand (\$/ KW-mo.)	Tariff	10.15	10.15	10.15	10.15	10.15	10.15	10.15				10.15
96	Blend		31.39	31.39	31.39	31.39	31.39	31.39	31.39				31.39
97	MDA (\$/ MWh)	[Tariff]	-	-	-	-	-	-	-				-
98	Net Rate (\$/ MWh)		31.39	31.39	31.39	31.39	31.39	31.39	31.39				31.39
99	Large Industrial Rate @ 98% LF	Contract	27.90	27.90	27.90	27.90	27.90	27.90	27.90				27.90
100	Plus Margin	Contract	0.25	0.25	0.25	0.25	0.25	0.25	0.25				0.25
101	Smelter Base Rate		28.15	28.15	28.15	28.15	28.15	28.15	28.15				28.15
102													
103	1.1.23 Base Variable Rate												
104	FAC Base	Tariff	10.72	10.72	10.72	10.72	10.72	10.72	10.72				10.72
105	Environmental Surcharge base	Tariff	-	-	-	-	-	-	-				-
106	Purchased Power Base	Tariff	1.75	1.75	1.75	1.75	1.75	1.75	1.75				1.75
107	Total		12.47	12.47	12.47	12.47	12.47	12.47	12.47				12.47
108													
109	4.11 (c) Surcharge												
110	Reference Fuel Expense (\$/ MWh)	Contract	16.44	16.4	16.4	16.4	16.4	16.4	16.4				16.4
111	Actual Fuel Expense (\$/ MWh)	Assumption	21.94	21.9	21.9	21.9	21.9	21.9	21.9				21.9
112	Min. of i) Actual Less Reference and ii) \$0.60 (not less than zero)		0.60	0.60	0.60	0.60	0.60	0.60	0.60				0.60
113													
114	1.1.12 Avoidable Base Charge												
115	1.1.11(a)												
116	(i) Base Rate plus Adjustable Charge Rates	35 + 37 + 38 + 39											
117	(ii) Base Fixed Energy made available whether or not sold	line 19											
118	\$M	line 116 x line 117											
119	Plus												
120	1.1.11(b)												
121	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39											
122	(ii) Base Variable Energy made available whether or not sold	line 23											
123	\$M	line 121 x line 122											
124	Less												
125	1.1.11(c)												
126	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39											
127	(ii) Base Fixed or Variable Energy neither Metered nor Sold												
128	\$M	line 126 x line 127											
129	Net	line 118 + line 123 - line 128											
130													

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
131	4.7 TIER Adjustment Charge												
132	4.7.5 TIER Adjustment												
133	System Revenues Before TIER Adjustment												
134	Base Case	Financial Model	579.409	144.852	144.852	144.852	144.852	144.852	579.409				579.409
135	Increment from Base Case (Accounts for Both Smelters):												
136	Base Energy Charge	22 x 36		(0.5)	0.5	-	-	-					
137	FAC/ ES/ PPA Charges	23 x (37 + 38+ 39)		(0.5)	0.5	-	-	-					
138	Supplemental Energy	49 + 50 + 51											
139	Backup Energy	53 + 54											
140	Net Proceeds	line 73											
141	Less: Credits	line 84											
142	Total Increment from Base Case	136 + 137 + 138 + 139 + 140 + 141	-	(1.0)	1.0	-	-	(0.0)					-
143	Total Revenues	line 134 - line 142	579.4	143.9	145.8	144.9	144.9	144.9	579.4				579.4
144	System Expenses Before TIER Adjustment												
145	Base Case - Gross	Financial Model	564.4	141.1	141.1	141.1	141.1	141.1	564.4				564.4
146	Net Debit to Power Purchases reflected in Regulatory Account	Financial Model	(0.3)	(0.1)	(0.1)	(0.1)	(0.1)	(0.1)	(0.3)				(0.3)
147	Base Case - Net	Financial Model	564.1	141.0	141.0	141.0	141.0	141.0	564.1				564.1
148	Increment from Base Case												
149	Variable Costs *	23 x (36 + 37+ 38+ 39)		(1.0)	1.0	-	-	(0.0)					-
150	Power Purchases	138 + 139											
151	Interest (net of capitalization)												
152	Other			7.1	7.1	-	(14.1)	-					-
153	Total Increment from Base Case	149 + 150 + 151 + 152	-	6.1	8.0	-	(14.1)	-					-
154	Total Expenses	line 147 + line 153	564.1	147.1	149.0	141.0	126.9	564.1					564.1
155	Net Margin Before TIER Adjustment	line 143 - line 154	15.3	(3.2)	(3.2)	3.8	17.9	15.3					15.3
156	Interest Charges Plus Net Margin	line 155 + line 158	68.8	10.2	10.2	17.2	31.3	68.8					68.8
157	Interest Charges:												
158	Base Case	Financial Model	53.6	13.4	13.4	13.4	13.4	53.6					53.6
159	Increment from Base Case												
160	Total	line 158 - line 159	53.6	13.4	13.4	13.4	13.4	53.6					53.6
161	Pre-Adjustment TIER	line 156/ line 160	1.285	0.759	0.759	1.285	2.339	5.141					1.285
162	Incremental Revenue Needed to Achieve TIER = 1.24x	(1.24 - line 161) x line 160	(2.4)	6.4	6.4	(0.6)	(14.7)	(2.4)					(2.4)
163	Adjustments:												
164	4.7.5(f) No revenue from Economic/ Transition Reserves	Financial Model	1.4	0.4	0.4	0.4	0.4	1.4					1.4
165	Other		-	-	-	-	-	-					-
166	Total	line 164 + line 165	1.4	0.4	0.4	0.4	0.4	1.4					1.4
167	TIER Adjustment	line 162 + line 166	(1.0)	6.8	6.8	(0.3)	(14.4)	(1.0)					(1.0)
168	TIER Adjustment Charge	Max. of line 167 and zero	-										
169													
170	4.9 Rebate												
171	Excess TIER Amount		(1.0)	-	-	-	-	-					(1.0)
172	Rebate:												-
173	Smelter MWh		68%	68%	68%	68%	68%	68%					68%
174	Rebate		(0.7)	-	-	-	-	-					(0.7)
175													
176	* Example assumes variable costs incurred at rate stipulated in 1.1.21, plus FAC, Environmental Surcharge, and PPA												
177													

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
 Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
178	Quarterly TIER Adjustment Charge												
179		Base Case	Intermediate Annual Forecasts *										
			3 Months Actual, 9 Months Forecast	Change Applicable to Next Quarter	6 Months Actual, 6 Months Forecast	Change Applicable to Next Quarter	9 Months Actual, 3 Months Forecast	Change Applicable to Next Quarter					
181	Revenues	579.4	578.4		579.4		579.4						
182	Expenses	564.1	570.2		578.2		578.2						
183	Net Margin Before TIER	15.3	8.2		1.2		1.2						
184	Interest + Margin	68.8	61.8		54.7		54.7						
185	Interest Charges	53.6	53.6		53.6		53.6						
186	Pre-Adjustment TIER	1.29	1.2		1.0		1.0						
187	Increment Needed for 1.24x	(2.4)	4.6		11.7		11.7						
188	Adjustments	1.4	1.4		1.4		1.4						
189	TIER Adjustment	(1.0)	6.0		13.1		13.1						
190	TIER Adjustment Charge												
191	1st Q	-	-		-		-						
192	2nd Q	-	2.0	2.0	2.0		2.0						
193	3rd Q	-	2.0		5.5	3.5	5.5						
194	4th Q	-	2.0		5.5		5.5	0.0					
195													
196	* Illustrative Forecast Weightings (actual forecast methodologies to be determined)												
197	YTD		25%		50%		75%						
198	Original Budget		75%		50%		25%						
199													
200	YTD												
201	Revenues		143.9		289.7		434.6						
202	Expenses		147.1		296.2		437.2						
203	Net Margin Before TIER		(3.2)		(6.5)		(2.6)						
204	Interest + Margin		10.2		20.3		37.5						
205	Interest Charges		13.4		26.8		40.2						
206	Pre-Adjustment TIER		0.76		0.76		0.93						
207	Increment Needed for 1.24x		6.4		12.9		12.3						
208	Adjustments		0.4		0.7		1.1						
209	TIER Adjustment		6.8		13.6		13.3						
210													
211	Revised Full- Year Forecast												
212	Revenues		578.4		579.4		579.4						
213	Expenses		570.2		578.2		578.2						
214	Net Margin Before TIER		8.2		1.2		1.2						
215	Interest + Margin		61.8		54.7		54.7						
216	Interest Charges		53.6		53.6		53.6						
217	Pre-Adjustment TIER		1.15		1.02		1.02						
218	Increment Needed for 1.24x		4.6		11.7		11.7						
219	Adjustments		1.4		1.4		1.4						
220	TIER Adjustment		6.0		13.1		13.1						
221													

RECEIVED

**AUG 03 2009
PUBLIC SERVICE
COMMISSION**

**U.S. DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE**

RUS BORROWER DESIGNATION

Kentucky 65 Kenergy
Kentucky 62 Big Rivers

THE WITHIN Wholesale Electric Service Agreement (Century) dated as of July 1, 2009

by and between Big Rivers Electric Corporation and Kenergy

Corporation.

**SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.**



FOR THE ADMINISTRATOR

DATED

JUL 16 2009

**WHOLESALE ELECTRIC SERVICE AGREEMENT
(CENTURY)**

Dated as of July 1, 2009,

by and between

BIG RIVERS ELECTRIC CORPORATION

and

KENERGY CORP.

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WHOLESALE ELECTRIC SERVICE AGREEMENT (CENTURY)

This WHOLESALE ELECTRIC SERVICE AGREEMENT (CENTURY) (this "Agreement") is dated as of July 1, 2009, and made by and between BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric cooperative corporation ("Big Rivers"), and KENERGY CORP., a Kentucky rural electric cooperative corporation ("Kenergy").

RECITALS

A. Big Rivers is a generation and transmission cooperative and Kenergy is a member of Big Rivers.

B. Kenergy currently supplies and delivers to Century Aluminum of Kentucky General Partnership, a Kentucky general partnership ("Century"), the owner and operator of an aluminum reduction plant in Hawesville, Kentucky, electric energy and related services pursuant to an Agreement for Electric Service, dated July 15, 1998, between Green River Electric Corporation, Kenergy's predecessor-in-interest, and Southwire Company, Century's predecessor-in-interest (the "Existing Century Agreement").

C. Kenergy currently purchases electric energy and related services for resale to Century from Western Kentucky Energy Corp., an affiliate of E. ON U.S., LLC, formerly known as LG&E Energy Corp. (together with its affiliates and parent, collectively, "LG&E"), under an Agreement for Electric Service, dated as of July 15, 1998, with Kenergy (the "Kenergy/LG&E Contract").

D. Kenergy also currently purchases additional electric energy and related services for resale to Century, to serve the energy requirements of Century not provided by LG&E, from third-party energy suppliers, including Big Rivers.

E. The Existing Century Agreement and the Kenergy/LG&E Contract were entered into in connection with the consummation of a series of transactions implementing the First Amended Plan of Reorganization of Big Rivers, as part of which, among other things (i) Big Rivers leased its generating facilities to LG&E, and (ii) Big Rivers entered into a power purchase arrangement with LG&E whereby LG&E supplied Big Rivers with electric energy and related services for resale to its Members.

F. Big Rivers, Kenergy, LG&E, Alcan Primary Products Corporation ("Alcan"), and Century have agreed to enter into a series of transactions referred to herein as the New Transaction and the Unwind Transaction, as defined below.

G. In connection with and as a condition to the Unwind Transaction, Big Rivers has agreed to supply, and Kenergy has agreed to purchase, a certain amount of wholesale electric service for resale to Century on the terms and conditions set forth herein, and Kenergy and Century have agreed to enter into a retail electric service agreement, dated as of the date hereof, with obligations corresponding to those set forth in this Agreement (the "Century Retail Agreement").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions. Capitalized terms when used in this Agreement have the meanings specified herein, including the definitions provided in Article 1, unless stated otherwise or the context requires otherwise.

1.1.1 Accounting Principles: Generally accepted accounting principles consistently applied or, if generally accepted accounting principles in accordance with the uniform system of accounts of an applicable Governmental Authority or RUS are required, the generally accepted accounting principles consistently applied in accordance with such uniform system of accounts, each as in effect from time to time.

1.1.2 Affiliate: With respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For avoidance of doubt, no Member is an Affiliate of Big Rivers.

1.1.3 Agreement: As defined in the Preamble.

1.1.4 Alcan: As defined in the Recitals.

1.1.5 Alcan Retail Agreement: The retail electric service agreement, dated as of the date hereof, by and between Kenergy and Alcan.

1.1.6 Alcan Wholesale Agreement: The wholesale electric service agreement, dated as of the date hereof, between Big Rivers and Kenergy for the benefit of Alcan.

1.1.7 Ancillary Services: Those services that are necessary to support the transmission of Energy from resources to loads while maintaining reliable operations of Big Rivers' transmission system, as set forth and described in the OATT.

1.1.8 Applicable Law: All laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, interpretations, issuances, enactments, decisions, authorizations, permits or directives of any Governmental Authority having jurisdiction over the matter in question.

1.1.9 Applicable Percentage: The percentage determined in each Fiscal Year that is the quotient of the Base Demand divided by the sum of the Base Demand and the "Base Demand" as defined in and as then in effect under the Alcan Retail Agreement. If the

Alcan Retail Agreement is terminated or no longer in effect for any reason, Alcan's "Base Demand" shall be deemed to be 368 MW for purposes of calculating the Applicable Percentage.

1.1.10 Avoidable Base Charge: The amount in any Billing Month equal to the sum of:

(a) the product of (i) the sum of the Base Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) the amount of Base Fixed Energy that was made available by Century to Big Rivers for Surplus Sales, regardless of whether Big Rivers was able to sell such Energy as Surplus Sales;

(b) *plus* the product of (i) the sum of the Base Variable Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) the amount of Base Variable Energy that was made available by Century to Big Rivers for Surplus Sales, regardless of whether Big Rivers was able to sell such Energy as Surplus Sales; and

(c) *less* the product of (i) the sum of the Base Variable Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) any Base Fixed Energy or Base Variable Energy made available by Century to Big Rivers for Surplus Sales that was neither metered at the Point of Delivery nor sold by Big Rivers as Surplus Sales.

Sample calculations of the Avoidable Base Charge are set forth in Exhibit A.

1.1.11 Back-Up Energy: For any Hour in a Billing Month, the amount of Energy metered at the Point of Delivery during such Hour, less the sum of (i) the Base Demand per Hour less Base Curtailed Energy in such Hour, and (ii) any Supplemental Energy metered at the Point of Delivery during such Hour; *provided*, that the amount of Back-Up Energy may not be less than zero.

1.1.12 Back-Up Energy Charge: As defined in Section 4.4.

1.1.13 Base Curtailed Energy: For any Hour in a Billing Month, the amount of Energy that is either (a) curtailed by Century pursuant to Section 4.13.2, or (b) sold by Big Rivers to one or more Third Parties pursuant to (i) Section 4.13.3 as Economic Sales, (ii) Section 10.1 as Surplus Sales, (iii) Section 10.2 as Undeliverable Energy Sales, or (iv) Section 10.3 as Potline Reduction Sales.

1.1.14 Base Demand: 482 MW, or such other amount of electric demand agreed in accordance with Section 3.1, integrated over an Hour.

1.1.15 Base Energy Charge: As defined in Section 4.2.

1.1.16 Base Fixed Energy: For any Billing Month, the product of (a) the Base Demand, (b) the number of Hours in the Billing Month, and (c) 0.98.

1.1.17 Base Hourly Energy: For any Hour in a Billing Month, the amount of Energy equal to the sum of (a) the Energy metered at the Point of Delivery during such Hour less (i) Supplemental Energy and (ii) “Market Energy” as defined under the Century Retail Agreement that was purchased by Kenergy from Third Party Suppliers for resale to Century, each as metered at the Point of Delivery, if any, and (b) Base Curtailed Energy; *provided*, that for purposes of calculating Base Hourly Energy, the sum of clauses (a) and (b) above during any Hour shall not exceed the Base Demand per Hour.

1.1.18 Base Monthly Energy: The sum of the Base Hourly Energy for all Hours of a Billing Month.

1.1.19 Base Rate: The rate, expressed in dollars per MWh, resulting from the application of the Large Industrial Rate to a load with a 98% load factor, plus \$0.25 per MWh.

1.1.20 Base Variable Energy: For any Billing Month, Base Monthly Energy less Base Fixed Energy, whether positive or negative.

1.1.21 Base Variable Rate: The rate shall be expressed in dollars per MWh, equal to the sum of (i) the “FAC Base” with respect to Big Rivers’ Tariff, (ii) the “Environmental Surcharge Base” with respect to Big Rivers’ Tariff, and (iii) the “Purchased Power Base” as defined in Appendix A.

1.1.22 Big Rivers: As defined in the Preamble.

1.1.23 Big Rivers’ Tariff: Big Rivers’ Rates, Rules and Administrative Regulations For Furnishing Electric Service, as filed with and approved by the KPSC.

1.1.24 Billing Month: Each calendar month during the Service Period.

1.1.25 Budget: The annual operating and capital budget approved by Big Rivers’ Board of Directors that estimates all revenues and expenditures of Big Rivers for a specified Fiscal Year, as amended and in effect from time to time.

1.1.26 Business Day: Mondays through Fridays of each week except legal holidays established by federal law in the United States of America or state law in the Commonwealth of Kentucky.

1.1.27 Buy-Through Energy: As defined in Section 2.3.2(b).

1.1.28 Buy-Through Energy Charge: As defined in Section 4.3.2.

1.1.29 Century: As defined in the Recitals.

1.1.30 Century Guarantee: As defined in the Century Retail Agreement.

1.1.31 Century Parent: Century Aluminum Company, a Delaware corporation, and a parent corporation to Century.

1.1.32 Century Retail Agreement: As defined in the Recitals.

1.1.33 Cut-Off Date: As defined in Section 10.3.6.

1.1.34 Economic Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to the sum of (a) \$157 million, and (b) such additional amount as Big Rivers may designate on or prior to the consummation of the Unwind Transaction, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. The amount designated by Big Rivers pursuant to clause (b) above may not exceed (i) an amount equal to Big Rivers' unrestricted cash on hand following the consummation of the Unwind Transaction *less* \$125 million, and (ii) zero if Big Rivers shall not have prepaid at least \$200 million of obligations owed to RUS debt as part of the Unwind Transaction. No additional principal amounts will be contributed by Big Rivers to the Economic Reserve after the Effective Date.

1.1.35 Economic Sales: As defined in Section 4.13.3.

1.1.36 Effective Date: As defined in Section 6.1.

1.1.37 Electric Services: Electric services including capacity and associated Energy and Transmission Services provided by Big Rivers to Kenergy pursuant to this Agreement for resale to Century.

1.1.38 Energy: The flow of electricity denominated in kWh or MWh.

1.1.39 Environmental Surcharge: As defined in Section 4.8.3.

1.1.40 Environmental Surcharge Factor: With respect to any Billing Month, a monthly environmental surcharge factor, expressed in dollars per MWh, that is calculated in accordance with the "Monthly Environmental Surcharge Factor" as defined in Big Rivers' Environmental Surcharge Rider.

1.1.41 Environmental Surcharge Rider: The Environmental Surcharge Rider to Big Rivers' Tariff.

1.1.42 Equity Development Credit: As defined in Section 4.10.

1.1.43 Event of Default: As defined in Section 14.1.

1.1.44 Excess TIER Amount: The amount of the TIER Adjustment, if negative, with respect to any Fiscal Year.

1.1.45 Excess Reactive Demand Charge: As defined in Section 4.6.

1.1.46 Existing Century Agreement: As defined in the Recitals.

1.1.47 FAC: The Fuel Adjustment Clause Rider to Big Rivers' Tariff.

1.1.48 FAC Charge: As defined in Section 4.8.1.

1.1.49 FAC Factor: With respect to any Billing Month, the fuel adjustment factor, expressed in dollars per MWh, that is calculated in accordance with the FAC in dollars per kWh.

1.1.50 FERC: Federal Energy Regulatory Commission.

1.1.51 Firm: An obligation to supply Energy subject only to the occurrence of an Uncontrollable Force.

1.1.52 Fiscal Year: The fiscal year of Big Rivers.

1.1.53 Governmental Authority: Any international, national, federal, state, territorial, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity having legal jurisdiction over the matter or Person in question, including the KPSC; *provided, however* that the RUS is not a Governmental Authority for purposes of this Agreement.

1.1.54 Hawesville Smelter: The aluminum reduction plant owned and operated by Century and located in Hawesville, Kentucky, including any expansions, additions, improvements and replacements thereof or thereto at the existing site.

1.1.55 Hour or Hourly: A clock hour or per clock hour, respectively.

1.1.56 Imputed Interest: As defined in Section 4.7.5(e).

1.1.57 Interruptible Energy: As defined in Section 2.3.2(a).

1.1.58 Interruptible Energy Charge: As defined in Section 4.3.1.

1.1.59 Interruptible Energy Terms: As defined in Section 2.3.2(a)(i).

1.1.60 Kenergy/LG&E Contract: As defined in the Recitals.

1.1.61 KPSC: Kentucky Public Service Commission.

1.1.62 kW: Kilowatt.

1.1.63 kWh: Kilowatt-hour.

1.1.64 Large Industrial Rate: Big Rivers' Tariff Rate Schedule No. 7 and all applicable rate adjustments thereto but exclusive of (a) the Rebate, (b) the FAC Factor and the Environmental Surcharge Rider, and (c) any roll-in of costs recovered in the Regulatory Account. As of the Effective Date, the Large Industrial Rate will consist of separate rate components for demand and Energy consumption. The Large Industrial Rate subsequently may be defined in terms of more than two separate rate components, including, potentially, separate rate components for transmission services. For the avoidance of doubt, the Large Industrial Rate shall be determined without regard to the effect of the Surcharge, the Rural Economic Reserve, the Economic Reserve or the Transition Reserve.

1.1.65 LG&E: As defined in the Recitals.

1.1.66 Lockbox Agreement: The Security and Lockbox Agreement to be entered into among Century, Kenergy, Big Rivers and a depository bank prior to the Effective Date with respect to the payment of certain amounts due by Kenergy to Big Rivers hereunder.

1.1.67 Market Energy: As defined in Section 2.3.2(c).

1.1.68 Market Energy Charge: As defined in Section 4.3.3.

1.1.69 Market Reference Rate: For any Hour, a rate equal to the all-inclusive cost, including transmission and related charges on the transmission system of any Third Party (expressed in dollars per MWh), that Big Rivers estimates, in its sole discretion exercised in good faith, that it would have paid to purchase Energy from a Third Party if there had been no curtailment pursuant Section 4.13.2 during such Hour.

1.1.70 Members: The members of Big Rivers. As of the date hereof, the Members of Big Rivers are Jackson Purchase Energy Corporation, Kenergy, and Meade County Rural Electric Cooperative Corporation.

1.1.71 Model: As defined in Section 1.2(o).

1.1.72 Monthly Charge: As defined in Section 4.1.

1.1.73 MW: Megawatt.

1.1.74 MWh: Megawatt-hour.

1.1.75 Net Margins: Net margins as determined by Accounting Principles. For the avoidance of doubt, Net Margins will include all operating and non-operating margins.

1.1.76 Net Proceeds: The proceeds from the sale of Energy by Big Rivers to Third Parties, net of transaction costs, whenever incurred, and taxes, including Big Rivers' estimated income tax liability on such proceeds without regard to any net operating loss carry-forward of Big Rivers existing on the date of the consummation of the Unwind Transaction, unless and to the extent Big Rivers reasonably determines that such net operating loss carry-forward otherwise would have expired unused.

1.1.77 New Facilities: As defined in Section 4.7.5(e).

1.1.78 New Ratepayer: A Non-Smelter Ratepayer which is (i) interconnected directly with Big Rivers' transmission system, and (ii) first receives electric service at a location served by a meter required for service at such location which meter was installed specifically for new service at such location after the Effective Date. For the avoidance of doubt, Southwire Company is not a New Ratepayer.

1.1.79 New Transaction: The transactions by and between or among one or more of Kenergy, Century, Alcan and Big Rivers related to the supply of Electric Services to

Kenergy under this Agreement and “Electric Services” as defined in the Alcan Wholesale Agreement and including the Century Retail Agreement, the Alcan Retail Agreement, coordination agreements, lockbox agreements, and all other related agreements.

1.1.80 Non-FAC Purchased Power Adjustment Charge: As defined in Section 4.8.2.

1.1.81 Non-FAC Purchased Power Adjustment Factor: A rate (expressed in dollars per MWh and calculated in accordance with Appendix A in dollars per kWh) for the recovery of purchased power costs that are not otherwise included in the FAC.

1.1.82 Non-Smelter Member Rates: Big Rivers’ tariff rates applicable to sales of electric services to Members for resale to Non-Smelter Ratepayers and all applicable rate adjustments thereto but exclusive of (a) the Rebate and (b) the FAC Factor and the Environmental Surcharge Rider. For the avoidance of doubt, the Non-Smelter Member Rates shall be determined without regard to the effect of the Surcharge, the Rural Economic Reserve, the Economic Reserve or the Transition Reserve.

1.1.83 Non-Smelter Ratepayers: Retail ratepayers of the Members other than Century and Alcan.

1.1.84 Notice of Interruption: As defined in Section 2.3.2(a)(iii)(1).

1.1.85 OATT: Big Rivers’ Open Access Transmission Tariff as filed with FERC and found by FERC to constitute a reciprocal open access transmission tariff.

1.1.86 Parties: Big Rivers and Kenergy.

1.1.87 Permitted Interruption: As defined in Section 2.3.2(a)(iii).

1.1.88 Person: Any individual, corporation, cooperative, partnership, joint venture, association, joint-stock company, limited partnership, limited liability company, limited liability partnership, trust, unincorporated organization, RUS or Governmental Authority.

1.1.89 Point of Delivery: The existing set of meters at Big Rivers’ Coleman substation or such other point of delivery mutually agreed by the Parties and Century.

1.1.90 Potline Reduction: As defined in Section 10.3.1.

1.1.91 Potline Reduction Sales: As defined in Section 10.3.1.

1.1.92 Potline Reduction Sales Agreement: As defined in Section 10.3.3.

1.1.93 Prime Rate: The then-effective prime commercial lending rate per annum published in the “Money Rates” section of *The Wall Street Journal*. If *The Wall Street Journal* discontinues publication of the prime commercial lending rate, the Parties and Century shall agree on a mutually acceptable alternative source for that rate.

1.1.94 Prudent Utility Practice: Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period; or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be any and all acceptable practices, methods, or acts generally accepted.

1.1.95 Rebate: As defined in Section 4.9.

1.1.96 Regulatory Account: The regulatory account containing purchased power costs to be recovered by Big Rivers from the Members with respect to sales to their Non-Smelter Ratepayers.

1.1.97 Response: As defined in Section 2.3.2(a)(ii)(2).

1.1.98 Restructuring: The occurrence of any of the following:

(a) the merger, consolidation or other combination of Big Rivers or an Affiliate or a Member with any Person (including acquisition of another utility system) if following such transaction Big Rivers or its successor would have had sales of Energy to all Members or regulated customers on a *pro forma* basis in the prior Fiscal Year in excess of 105% of Big Rivers' actual sales of Energy to the Members for such Fiscal Year;

(b) the acquisition of Big Rivers; or

(c) the admission of a new Member if following such admission Big Rivers would have had sales of Energy to all Members on a *pro forma* basis in the prior Fiscal Year in excess of 105% of Big Rivers' actual sales of Energy to the Members for such Fiscal Year.

1.1.99 Restructuring Amount: As defined in Section 16.5.1.

1.1.100 Rural Economic Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to \$60.9 million, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. No additional principal amounts will be contributed by Big Rivers to the Rural Economic Reserve after the Effective Date.

1.1.101 RUS: United States Department of Agriculture Rural Utilities Service.

1.1.102 Scheduled Interruptible Energy: As defined in Section 2.3.2(a)(ii)(3).

1.1.103 SERC: SERC Reliability Corporation, a regional reliability organization.

1.1.104 Service Period: As defined in Section 2.1.

1.1.105 Smelters: Century and Alcan.

1.1.106 Supplemental Energy: As defined in Section 2.3.2.

1.1.107 Supplemental Energy Charge: As defined in Section 4.3.

1.1.108 Surcharge: As defined in Section 4.11.

1.1.109 Surplus Sales: As defined in Section 10.1.1.

1.1.110 System Emergency: Any cessation of operation or reduction in the provision or delivery of Electric Services by Big Rivers due in whole or in part to: (a) a disconnection of all or a portion of Big Rivers' system from the transmission grid (other than as a direct result of Big Rivers' gross negligence or willful misconduct), (b) a system emergency on the transmission grid of a Third Party, or (c) the occurrence of a condition or situation where the delivery of Energy to a transmission grid with which Big Rivers is directly interconnected or the making available of generation services or Transmission Services which could cause (i) harm to life or limb or imminent serious threat of harm to life or limb, (ii) material damage to Big Rivers' system or any material component thereof or imminent danger of material damage to property, or (iii) other dangerous occurrences that Big Rivers believes, in the exercise of Prudent Utility Practice, should be prevented or curtailed.

1.1.111 System Firm: An obligation to supply Energy from:

- (a) Big Rivers' owned or leased generation facilities,
- (b) Big Rivers' contract with the Southeastern Power Authority (Contract No. 89-00-1501-637), or
- (c) Big Rivers' Firm power purchase agreements with a term of two years or more which were not entered into for purpose of serving a specific non-Smelter load,

in each case subject to the occurrence of an Uncontrollable Force or similar event of force majeure, a System Emergency or Big Rivers' prior satisfaction of the Energy requirements of the Non-Smelter Ratepayers, the Smelters and Third Parties under power sales agreements entered into prior to the making of such obligation to supply Energy.

1.1.112 Term: As defined in Section 7.1.

1.1.113 Third Party: A Person other than Kenergy, Century, Big Rivers or Alcan.

1.1.114 Third Party Supplier(s): As defined in Section 2.3.2(c).

1.1.115 TIER: The quotient for a Fiscal Year of (i) Big Rivers' interest expenses plus Net Margins, divided by (ii) Big Rivers' interest expenses; in each case, calculated in accordance with Accounting Principles.

1.1.116 TIER Adjustment: As defined in Section 4.7.5.

1.1.117 TIER Adjustment Charge: As defined in Section 4.7.1.

1.1.118 Transition Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to \$35 million, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. No additional principal amounts will be contributed by Big Rivers to the Transition Reserve after the Effective Date.

1.1.119 Transmission Charge: As defined in Section 4.5.

1.1.120 Transmission Services: Network transmission services as described in the OATT and Ancillary Services. Transmission Services are currently included in the Large Industrial Rate but may be unbundled.

1.1.121 Uncontrollable Force: Any cause beyond the control of the Party unable, in whole or in part, to perform its obligations under this Agreement which, despite exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid and which, despite the exercise of due diligence, it has been unable to overcome. Examples of events that may constitute the basis of an event which constitutes an "Uncontrollable Force" include: acts of God; strikes, slowdowns or labor disputes; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of any Governmental Authority; civil or military disturbances; explosions, breakage of or accident to machinery, equipment or transmission lines; inability of a Party to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws or proclamations of Governmental Authorities, civil or military; transmission constraints or System Emergencies; a forced outage of a generating unit or units preventing the physical delivery of Energy to Kenergy for resale to Century; and any other forces which are not reasonably within the control of the Party claiming suspension. "Uncontrollable Forces" do not include an insufficiency of funds or decline in credit ratings or customary, expected or routine maintenance or repair of plant or equipment. Nothing contained herein shall be construed to obligate a Party to prevent or to settle a labor dispute against its will.

1.1.122 Undeliverable Energy Sales: As defined in Section 10.2.1.

1.1.123 Unwind Transaction: The consummation of the transactions contemplated on date of the "Closing" as defined in and pursuant to the Transaction Termination Agreement among Big Rivers, LG&E Energy Marketing Inc., and Western Kentucky Energy Corp.

1.2 Rules of Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement will have the meanings specified in

this Article 1 unless the context requires otherwise; (b) the singular will include the plural and vice versa; (c) references to “Recitals,” “Articles,” “Sections,” “Exhibits” or “Schedules” are to the recitals, articles, sections, exhibits or schedules of this Agreement, unless otherwise specified; (d) all references to a particular Person in any capacity will be deemed to refer also to such Person’s authorized agents, permitted successors and assigns in such capacity; (e) the words “herein,” “hereof” and “hereunder” will refer to this Agreement as a whole and not to any particular section or subsection hereof; (f) the words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation” and will not be construed to mean that the examples given are an exclusive list of the topics covered; (g) references to this Agreement will include a reference to all exhibits and schedules hereto; (h) references to any agreement, document or instrument will be construed at a particular time to refer to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced as of such time; (i) the masculine will include the feminine and neuter and vice versa; (j) references to any tariff, rate, or order of any Governmental Authority will mean such tariff, rate or order, as the same may be amended, modified, supplemented or restated and be in effect from time to time; (k) if any action or obligation is required to be taken or performed on any day which is not a Business Day, such action or obligation must be performed on the next succeeding Business Day; (l) references to an Applicable Law will mean a reference to such Applicable Law as the same may be amended, modified, supplemented or restated and be in effect from time to time; (m) all accounting terms not defined in this Agreement will be construed in accordance with Accounting Principles; (n) all references to a time of day shall be a reference to the prevailing time in Henderson, Kentucky; and (o) the financial and production cost models prepared by Big Rivers, including models filed with the KPSC, in connection with the application for approval of the Unwind Transaction and the New Transaction (the “Model”) have been prepared solely by Big Rivers and shall not be used by the Parties or any Governmental Authority to construe or interpret any provision of this Agreement. The Parties collectively have prepared this Agreement, and none of the provisions hereof will be construed against one Party on the ground that it is the author of this Agreement or any part hereof.

1.3 Calculations and Rounding. In making any mathematical calculation provided for or contemplated by this Agreement, the calculation will be made to six decimal places (rounded up if the numeral in the seventh decimal place is five or higher, and rounded down if the numeral in the seventh decimal place is lower than five).

ARTICLE 2

ELECTRIC SERVICES AND RATES

2.1 Service Period Obligations. In accordance with the terms and conditions of this Agreement, Big Rivers will sell and deliver, and Kenergy will purchase, Electric Services for resale to Century for a period beginning at 12:00:01 A.M. on the day next succeeding the Effective Date and continuing until 12:00:00 midnight on December 31, 2023, unless the Parties’ respective obligations to supply and purchase Electric Services are earlier terminated pursuant to the terms of this Agreement (the “Service Period”).

2.2 Characteristics of Service. Electric service to be supplied by Big Rivers to Kenergy under this Agreement for resale to Century shall be nominally three-phase, sixty cycle

at 161,000 volts or as otherwise agreed to by the Parties and Century. The Parties and Century will mutually agree on limits of the regulation of voltage but at no time may such regulation of such limits be inconsistent with standards required by applicable Governmental Authorities or any other organizations that establish reliability and electric operation standards for the region.

2.3 Delivery Obligation. In accordance with this Agreement, during the Service Period, Big Rivers will deliver at the Point of Delivery to Kenergy for resale to Century Base Monthly Energy, Supplemental Energy and Back-Up Energy.

2.3.1 Base Monthly Energy. Kenergy may purchase for resale to Century in each Hour of the Service Period an amount of Energy up to the Base Demand per Hour. For billing purposes, Base Monthly Energy consists of two components: Base Fixed Energy charged at the Base Rate and Base Variable Energy (which may be either a positive or negative amount) charged or credited at the Base Variable Rate.

2.3.2 Supplemental Energy. “Supplemental Energy” shall consist of (i) Interruptible Energy purchased by Kenergy from Big Rivers pursuant to Section 2.3.2(a), (ii) Buy-Through Energy purchased by Kenergy from Big Rivers and, in turn, by Big Rivers from Third Party Suppliers upon the interruption of Interruptible Energy, pursuant to Section 2.3.2(b), and (iii) Market Energy purchased by Kenergy from Big Rivers pursuant to Section 2.3.2(c).

(a) Interruptible Energy. Kenergy may purchase from Big Rivers on a System Firm basis up to 10 MW per Hour of Energy for resale to Century, subject to availability, the scheduling requirements and Big Rivers’ right to interrupt the sale and delivery of such Energy, all as set forth in this Section 2.3.2(a) (“Interruptible Energy”).

(i) Confirmation. Not less than seven days prior to the beginning of each fiscal quarter of the Service Period (or the Effective Date with respect to the initial fiscal quarter of the Service Period), Big Rivers shall provide to Kenergy and Century a confirmation setting forth the price or prices and other terms and conditions (“Interruptible Energy Terms”) under which Interruptible Energy may be available during each Hour of the subject fiscal quarter. If Big Rivers fails to provide a timely confirmation with respect to any fiscal quarter, the Interruptible Energy Terms for the prior fiscal quarter shall remain in effect. Big Rivers and Kenergy shall obtain Century’s consent to each confirmation as a condition to Big Rivers’ obligation to make Interruptible Energy available to Kenergy for scheduling during each fiscal quarter.

(ii) Scheduling of Interruptible Energy. The provision of Interruptible Energy shall be subject to the following requirements:

(1) At the request of Century, Kenergy shall submit to Big Rivers, no later than 3:00 PM on the second Business Day prior to the day of the scheduled delivery (or such shorter period agreed to by Big Rivers), a schedule for up to 10 MW of Interruptible Energy, in integral multiples of one MW per Hour, for the times and durations specified in the schedule.

(2) Big Rivers shall be under no obligation to accept the schedule submitted by Kenergy or to deliver the Interruptible Energy so scheduled, but shall, upon receipt of such schedule, notify Kenergy and Century by 9:00 AM of the Business Day prior to the day of scheduled delivery of the number of MW, if any, Big Rivers is willing to deliver and the hour and duration when the delivery shall take place (the “Response”).

(3) Subject to Big Rivers’ rights to interrupt in accordance with Section 2.3.2(a)(iii) below, Big Rivers shall sell and deliver the volume of Interruptible Energy at the time and for the duration specified in the Response (the “Scheduled Interruptible Energy”).

(iii) Interruption of Scheduled Interruptible Energy. The sale and delivery of Scheduled Interruptible Energy may be interrupted by Big Rivers at any time (a “Permitted Interruption”) upon the following terms and conditions:

(1) Upon a determination by Big Rivers in its sole discretion exercised in good faith that all or any portion of the Scheduled Interruptible Energy will not be available on a System Firm basis, Big Rivers may implement a Permitted Interruption of all or any portion of the Scheduled Interruptible Energy by providing a notice of interruption (“Notice of Interruption”) to Kenergy and Century at least 30 minutes in advance of the estimated interruption;

(2) A Notice of Interruption may be made orally but shall be followed by facsimile or other electronic means acceptable to Kenergy and Century; and

(3) Upon an after-the-fact determination by Big Rivers in its sole discretion exercised in good faith that all or any portion of the Scheduled Interruptible Energy was not available on a System Firm basis during a prior Hour or Hours, and notwithstanding that no Notice of Interruption had been issued, Big Rivers may implement retroactively a Permitted Interruption of Scheduled Interruptible Energy for such prior Hour or Hours, to the extent that such Scheduled Interruptible Energy was not available on a System Firm basis.

Upon meeting the conditions required for a Permitted Interruption, Big Rivers shall have no obligation to sell and deliver the amount of Scheduled Interruptible Energy designated to be interrupted in the applicable Notice of Interruption. In connection with a Permitted Interruption, Big Rivers may provide, but shall not be required to provide, an opportunity for Kenergy to acquire Firm Energy, in lieu of the Scheduled Interruptible Energy, for resale to Century pursuant to the terms and conditions of Section 2.3.2(b) below. In the case of a Permitted Interruption that is implemented retroactively, the Energy delivered by Big Rivers shall be deemed to have been delivered as Back-Up Energy pursuant and subject to Sections 2.3.3 and 4.4. Big Rivers shall not be limited in the number of times that it may issue a Notice of Interruption or may implement a Permitted Interruption, or of the amount or duration of any Permitted Interruption.

(iv) Allocation of Permitted Interruptions. If Kenergy has arranged for Scheduled Interruptible Energy during any Hour both to Kenergy under this

Agreement for resale to Century and to Kenergy under the Alcan Wholesale Agreement for resale to Alcan, and Big Rivers determines that it will be unable or was unable during any prior Hour or Hours to supply the full amount of Scheduled Interruptible Energy to Kenergy for both Century and Alcan, then:

(1) Big Rivers may provide a Notice of Interruption and implement a Permitted Interruption to Kenergy with respect to the Scheduled Interruptible Energy for Century or with respect to "Scheduled Interruptible Energy" as defined in the Alcan Retail Agreement, or any combination thereof; and

(2) Big Rivers may retroactively implement Permitted Interruptions for any Hour to Kenergy for Century and Alcan in equal amounts, taking into consideration any Permitted Interruption to Kenergy that had previously been implemented for the same Hour under clause (1) above.

(v) Termination of Interruptions. During any period of Permitted Interruption, Big Rivers may notify Kenergy and Century of its willingness to terminate the Permitted Interruption and resume the delivery of Scheduled Interruptible Energy at the Interruptible Energy Terms. Upon notification from Big Rivers terminating the Permitted Interruption, Kenergy shall purchase from Big Rivers and resell and deliver Scheduled Interruptible Energy to Century at the beginning of the next Hour that starts at least 10 minutes following such notice.

(b) Buy-Through Energy. Upon each Notice of Interruption, Big Rivers may in its sole discretion offer to sell to Kenergy Firm Energy purchased from Third Party Suppliers for resale to Century in lieu of the interrupted Scheduled Interruptible Energy ("Buy-Through Energy") and the estimated price or prices during the specified Hour or Hours of Permitted Interruption upon which Big Rivers would supply such Energy. Big Rivers shall provide Kenergy and Century not less than ten minutes from the time Century receives verbal Notice of Interruption to notify Big Rivers and Kenergy whether Century agrees to purchase Buy-Through Energy offered to be supplied by Big Rivers to Kenergy for resale to Century. Upon Century's or Kenergy's acceptance of the Buy-Through Energy, the obligation of Big Rivers to provide the Buy-Through Energy shall become a Firm service commitment. The failure of Century or Kenergy to notify Big Rivers of acceptance of the Buy-Through Energy during the period provided shall constitute a rejection of the Buy-Through Energy, and the Permitted Interruption shall thereafter be implemented in accordance with the applicable Notice of Interruption and Big Rivers shall not have any obligation to supply Kenergy Buy-Through Energy for resale to Century during such Permitted Interruption.

(c) Market Energy. Big Rivers acknowledges and agrees that Kenergy may acquire Supplemental Energy (other than Interruptible Energy or Buy-Through Energy) from either Big Rivers or one or more suppliers other than Big Rivers ("Third Party Suppliers") for resale to Century ("Market Energy"), upon the request of Century specifying (i) the requested amount and duration of such Energy, and (ii) all requested prices and material terms and conditions. The sale of any Market Energy by Big Rivers shall be at the sole discretion of Big Rivers and shall be such terms and conditions as Big Rivers and Kenergy shall

agree. Nothing in this Agreement shall be construed to limit the ability of Kenergy to purchase Energy or other electric services from Third Party Suppliers to serve Century.

(i) The Parties acknowledge and agree that (A) Kenergy shall request that Big Rivers provide all Transmission Services necessary to transmit Market Energy requested by Century from a point of interconnection on Big Rivers' transmission system to the Point of Delivery promptly following such request, (B) the amount of Market Energy transmitted from a point of interconnection on Big Rivers' system to the Point of Delivery would be reduced by the applicable system loss factor as provided in the OATT, and (C) Big Rivers shall have no liability to Kenergy for denial of Kenergy's duly submitted request for reservation of Transmission Services.

(ii) If Century is unable to receive and consume Market Energy purchased by Kenergy from Big Rivers or a Third Party Supplier because of an Uncontrollable Force, then upon the request of Kenergy, Big Rivers shall use reasonable commercial efforts to sell such Market Energy to other Third Parties for the duration specified by Century's request. Big Rivers shall apply all revenues derived from such resale as a credit to Kenergy, net of any transmission services charges or related charges or other expenses incurred to make such resale.

2.3.3 Back-Up Energy. Big Rivers shall sell and deliver and Kenergy shall purchase Back-Up Energy for resale to Century at the Point of Delivery through purchases of Energy at the prices and on the terms and conditions set forth in Section 4.4.

2.4 [Reserved]

2.5 Title and Risk of Loss. Title to and risk of loss with respect to Energy provided by Big Rivers to Kenergy for resale to Century pursuant to this Agreement will pass from Big Rivers to and rest in Kenergy when the same is made available by Big Rivers at the Point of Delivery. Until title passes, Big Rivers will be deemed in exclusive control of the Energy and will be responsible for any damage or injury caused thereby. After title passes to Century, Big Rivers acknowledges and agrees that Century will be deemed in exclusive control of the Energy and will be responsible for any damage or injury caused thereby.

2.6 Performance by Kenergy. Big Rivers acknowledges and agrees that, to the extent Century has a corresponding or related obligation to Kenergy under the Century Retail Agreement, Kenergy's performance of an obligation under this Agreement is subject to and conditioned upon Century's performance of such corresponding or related obligation to Kenergy. Big Rivers acknowledges and agrees that Century may enforce an obligation of Big Rivers under this Agreement which corresponds or relates to an obligation of Kenergy to Century under the Century Retail Agreement.

ARTICLE 3

CHANGES IN DEMAND AND SCHEDULING

3.1 Change In Base Demand. Big Rivers acknowledges and agrees that Century may change the Base Demand for any Fiscal Year only with the written consent of Big Rivers and Kenergy.

3.2 Scheduling. Big Rivers acknowledges and agrees that:

(a) Century shall not be required to schedule Base Monthly Energy, Buy-Through Energy or Back-Up Energy but shall use reasonable commercial efforts to inform Big Rivers promptly of any material change in Century's intended usage; and

(b) In accordance with the OATT, Century shall schedule and arrange with Kenergy and Big Rivers no later than 9:00 A.M. on the Business Day immediately preceding the day or days of delivery pursuant to the Century Retail Agreement, or as otherwise mutually agreed by the Parties, the delivery of Interruptible Energy and Market Energy.

ARTICLE 4

CHARGES AND CREDITS

4.1 Monthly Charge. Kenergy shall pay Big Rivers the following (the "Monthly Charge") for the Electric Services provided or made available under this Agreement:

- 4.1.1 the Base Energy Charge calculated pursuant to Section 4.2,
- 4.1.2 plus the Supplemental Energy Charge calculated pursuant to Section 4.3,
- 4.1.3 plus the Back-Up Energy Charge calculated pursuant to Section 4.4,
- 4.1.4 plus the Transmission Charge pursuant to Section 4.5,
- 4.1.5 plus the Excess Reactive Demand Charge calculated pursuant to Section 4.6,
- 4.1.6 plus the TIER Adjustment Charge calculated pursuant to Section 4.7,
- 4.1.7 plus the FAC Charge calculated pursuant to Section 4.8.1,
- 4.1.8 plus the Non-FAC Purchased Power Adjustment Charge calculated pursuant to Section 4.8.2,
- 4.1.9 plus the Environmental Surcharge calculated pursuant to Section 4.8.3,
- 4.1.10 plus or minus the monthly amortization of the Restructuring Amount calculated pursuant to Section 16.5,
- 4.1.11 less the Rebate calculated pursuant to Section 4.9,
- 4.1.12 less the Equity Development Credit calculated pursuant to Section 4.10,
- 4.1.13 plus the Surcharge calculated pursuant to Section 4.11,
- 4.1.14 [Reserved],

- 4.1.15 less the credits calculated pursuant to Section 4.13,
- 4.1.16 plus or minus other amounts calculated pursuant to Section 4.14, and
- 4.1.17 plus taxes calculated pursuant to Section 4.15.

4.2 Base Energy Charge. For any Billing Month, the “Base Energy Charge” shall be the sum of:

- (a) the product of Base Fixed Energy and the Base Rate; and
- (b) the product, whether positive or negative, of the Base Variable Energy and the Base Variable Rate.

Sample calculations of the Base Energy Charge at different load factors are set forth in Exhibit A.

4.3 Supplemental Energy Charge. For any Billing Month, the “Supplemental Energy Charge” shall be the sum of the charges, whenever determined, for the Interruptible Energy Charge, the Buy-Through Energy Charge, and the Market Energy Charge as calculated below.

4.3.1 The “Interruptible Energy Charge” shall be the product of (i) the quantity of Interruptible Energy metered at the Point of Delivery during the Billing Month and (ii) the rate or rates for Interruptible Energy with respect to such Billing Month.

4.3.2 The “Buy-Through Energy Charge” shall be the sum of:

- (a) the product of (i) the quantity of Buy-Through Energy metered at the Point of Delivery during the Billing Month and (ii) the quotient of (A) the actual rate or rates for such Buy-Through Energy that Big Rivers pays to a Third Party Supplier over (B) 1.00 less the loss factor set forth in the OATT; and
- (b) all other charges that Big Rivers may be required to pay in connection with Buy-Through Energy, including (i) any and all separate charges for transmission services and related services, whenever incurred (including financial transmission rights, transmission congestion charges and similar costs or expenses), provided by a Third Party whose transmission system is used to transmit Buy-Through Energy purchased from a Third Party to a point at which Big Rivers’ transmission system is interconnected with such system, and (ii) any amount payable upon termination by reason of default of the supply arrangements between Big Rivers and Third Party Suppliers, net of recoveries by Big Rivers from such suppliers with respect to the supply of Buy-Through Energy to Kenergy for resale to Century.

4.3.3 The “Market Energy Charge” shall be the sum of:

- (a) the product of (i) the quantity of Market Energy metered at the Point of Delivery during the Billing Month and (ii) the quotient of (A) the actual rate or rates for such Market Energy agreed to between Big Rivers and Kenergy, over (B) 1.00 less the loss factor set forth in the OATT; and

(b) all other charges that Big Rivers may be required to pay to Third Party Suppliers in connection with Market Energy, including (i) any and all separate charges for transmission services and related services, whenever incurred (including financial transmission rights, transmission congestion charges and similar costs or expenses), provided by a Third Party whose transmission system is used to transmit Market Energy purchased from a Third Party to a point at which Big Rivers' transmission system is interconnected with such system and (ii) any amount payable upon termination by reason of default of the supply arrangements between Big Rivers and Third Party Suppliers, net of recoveries by Big Rivers from such suppliers with respect to the supply of Market Energy to Kenergy for resale to Century.

4.4 Back-Up Energy Charge. For any Billing Month, the "Back-Up Energy Charge" shall be the sum of the Hourly charges for Back-Up Energy calculated as follows:

4.4.1 The charge for Back-Up Energy supplied in any Hour shall equal the following:

(a) to the extent the Back-Up Energy was supplied from generating facilities owned or controlled by Big Rivers and located within Big Rivers' transmission control area, the charge shall be the product of (i) the amount of such Back-Up Energy, and (ii) the quotient of (A) a price equal to the greater of (1) the real time Hourly locational marginal price at Big Rivers' interface with the Midwest Independent System Operator (or such other pricing reference point that shall be mutually agreed upon by the Parties and Big Rivers), and (2) Big Rivers' system lambda; divided by (B) 1.00 minus the loss factor set forth in the OATT;

(b) to the extent the Back-Up Energy was not supplied pursuant to Section 4.4.1(a), the charge shall be the product of (i) the amount of such Back-Up Energy, and (ii) the quotient of (A) a price equal to 110% of the highest Hourly all inclusive cost incurred by Big Rivers to acquire any Energy, including such Back-Up Energy, and the separate cost, if any, whenever determined, of transmission services and related services provided by a Third Party whose transmission system is used to transmit Back-Up Energy purchased from a Third Party to a point at which Big Rivers' transmission system is interconnected with such system and including any imbalance charges or other costs arising from the failure of a Third Party Supplier to deliver Energy that it is obligated to deliver; divided by (B) 1.00 minus the loss factor set forth in the OATT; and

(c) to the extent that the amount of Back-Up Energy required by Kenergy for resale to Century during any Hour exceeds the sum of (x) ten MW per Hour, (y) the amount of Back-Up Energy resulting from deemed interruption of Scheduled Interruptible Energy pursuant to Section 2.3.2(a)(iii), and (z) the amount of Back-Up Energy resulting from the non-delivery of Market Energy purchased by a Third Party Supplier, then the charge for the excess amount of Back-Up Energy shall be the product of (i) the excess amount of Back-Up Energy, and (ii) the greater of (A) \$250 per MWh and (B) the price set forth in Section 4.4.1(b)(ii).

Sample calculations of the Back-Up Energy Charge are set forth in Exhibit A.

4.4.2 If during any Hour Big Rivers provides Back-Up Energy to Kenergy for resale to Century and “Back-Up Energy” (as defined in the Alcan Wholesale Agreement) to Kenergy for resale to Alcan, then the provisions of Section 4.4.1 shall apply to a proportional number of MW of Back-Up Energy for resale to each of Century and Alcan.

4.5 Charge for Transmission Services and Ancillary Services. For any Billing Month, the charge for transmission services and ancillary services (the “Transmission Charge”) shall be the sum of the charges, calculated in accordance with the OATT, for Transmission Services for (a) Base Monthly Energy that are unbundled from the Large Industrial Rate, if any; and (b) Supplemental Energy.

4.6 Excess Reactive Demand Charge. For any Billing Month, the “Excess Reactive Demand Charge”, if any, shall be the product of \$0.1433 and the amount, expressed in kilovars, of the difference, if positive, between:

(a) the maximum metered reactive demand of Century during the Billing Month, and

(b) an amount of kilovars equal to the sum of:

(i) the product of (A) 0.4843, and (B) the maximum hourly demand during a Billing Month, denominated in kilowatts, associated with Base Monthly Energy, Interruptible Energy, Market Energy, “Market Energy” under the Century Retail Agreement that is purchased by Kenergy from Third Party Suppliers for resale to Century, and Back-Up Energy provided by Big Rivers to Kenergy for resale to Century, but less the amount of such Interruptible Energy, Market Energy or Back-Up Energy that was purchased by Big Rivers from Third Parties, and

(ii) 74,005.

4.7 TIER Adjustment Charge.

4.7.1 The “TIER Adjustment Charge” shall be, for any Fiscal Year, the amount that is the product of the Applicable Percentage and the TIER Adjustment if, and only if, such TIER Adjustment is a positive amount; *provided, however*, that in no case will the TIER Adjustment Charge for any Fiscal Year exceed the amount that is the product of the Base Fixed Energy and the maximum additional charge per MWh set forth below for the applicable Fiscal Year:

<u>Fiscal Years</u>	<u>Maximum Additional Charge</u>
2008-2011	\$1.95 per MWh
2012-2014	\$2.95 per MWh
2015-2017	\$3.55 per MWh
2018-2020	\$4.15 per MWh
2021-2023	\$4.75 per MWh

If the TIER Adjustment shall be negative, there will be an Excess TIER Amount and no TIER Adjustment Charge.

4.7.2 Prior to each Fiscal Year, Big Rivers shall estimate both the TIER Adjustment and, if the TIER Adjustment is positive, the TIER Adjustment Charge based on the Budget for such Fiscal Year. Big Rivers shall collect such estimated amount from Kenergy in equal monthly installments as part of the Monthly Charge for each Billing Month during the applicable Fiscal Year.

4.7.3 Within 45 days following the end of the first, second and third fiscal quarters of each Fiscal Year beginning with the first fiscal quarter after the first anniversary of this Agreement, Big Rivers shall again estimate the TIER Adjustment and the corresponding amount of the TIER Adjustment Charge based on a comparison of the Budget and year-to-date results of operations, and shall calculate a modified amount to be collected from, or refunded as a credit to, the Monthly Charge to Kenergy with respect to service to Century during the remaining portion of the Fiscal Year, including any amounts necessary to address any estimated under- or over-collection of the TIER Adjustment Charge from Kenergy with respect to service to Century as compared to the Budget during the remainder of the Fiscal Year. Big Rivers shall collect or credit such modified amount from Kenergy pursuant to this Agreement in equal monthly installments as part of the Monthly Charge for the remaining Billing Months of the subject Fiscal Year.

4.7.4 As soon as reasonably practicable but no later than 120 days after the end of each Fiscal Year, Big Rivers shall calculate the TIER Adjustment and TIER Adjustment Charge for such Fiscal Year. The TIER Adjustment Charge for such Fiscal Year shall be compared to the aggregate amounts paid by Kenergy in respect of the estimated TIER Adjustment Charge for such Fiscal Year, and the difference between such amounts shall be included as a charge or credit, as applicable, in the Monthly Charges for the fourth Billing Month of the next Fiscal Year.

4.7.5 The "TIER Adjustment" shall be the amount of incremental revenue, whether positive or negative, calculated with respect to each Fiscal Year after determination of Net Margins for such Fiscal Year (excluding amounts payable by Kenergy with respect to or relating to the revenue that results from the TIER Adjustment Charge and the "TIER Adjustment Charge" as defined in the Alcan Wholesale Agreement), that is necessary for Big Rivers to receive in order to achieve a TIER of 1.24 for such Fiscal Year; *provided, however*, that if the Service Period commences or terminates on a date other than the first or last day of a Fiscal Year and to give effect to this Section 4.7.5, the TIER Adjustment will be calculated on an Hourly basis only with respect to the partial period of the first, second or final Fiscal Year of the Service Period, as applicable. The determination of the TIER Adjustment shall be subject to the following:

(a) It shall be assumed that: Big Rivers shall have generated additional revenue from service to the Members for resale to the Non-Smelter Ratepayers as if Big Rivers had increased the Non-Smelter Member Rates by a weighted average of 2.00% in 2010, another 2.50% in 2018 and another 4.00% in 2021 if and to the extent Big Rivers had not prior to or during the year of the calculation increased the Non-Smelter Member Rates by at least

such amounts. The revenues from any roll-in of the costs associated with costs recovered under the FAC, the Environmental Surcharge Rider or the Regulatory Account that are incorporated into base rates comprising a portion of the Non-Smelter Member Rates will not constitute an increase in the Non-Smelter Member Rates for purposes of this clause (a), and the revenues attributable to any such roll-in will be excluded in calculating the percentage of any increases in the Non-Smelter Member Rates. The expiration or termination of Big Rivers' Member Discount Adjustment Rider shall be deemed to be an increase in the Non-Smelter Member Rates for purposes of this clause (a), without regard to whether such expiration or termination occurs prior to, on or after the Effective Date.

(b) It shall be assumed that: If a Member provides electric service to a New Ratepayer with a Firm demand in excess of 15 MW, such Member shall have paid to Big Rivers for wholesale Energy purchased and resold to the New Ratepayer at a price equal to the greater of: (i) the amount paid for such service and (ii) an amount calculated for the same period equal to (A) a rate, expressed in dollars per MWh, resulting from the application of the Large Industrial Rate to a load with the New Ratepayer's load factor, plus \$0.25 per MWh, *plus* (B) the sum of the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis), *plus* (C) the Surcharge (the Surcharge being calculated on an amount per MWh based on Base Fixed Energy for such Fiscal Year) set forth in Section 4.11, *plus* (D) amounts corresponding to the amount per MWh paid by Kenergy during the same period for the TIER Adjustment Charge. If a Member provides electric service to a New Ratepayer with a Firm demand of 15 MW or less, such Member shall have paid to Big Rivers for wholesale Energy purchased and resold to the New Ratepayer at a price equal to the sum of: (i) the Large Industrial Rate, and (ii) the sum of the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis). For purpose of this clause (b), the revenues produced by any surcharge with respect to a New Ratepayer similar to the Surcharge or the "Surcharge" under the Alcan Retail Agreement will be assumed to accrue solely to the benefit of the Non-Smelter Ratepayers except to the extent such surcharge is paid by or imputed to a New Ratepayer pursuant to subclause (A) of this clause (b). The assumptions contained in this clause (b) shall not apply with respect to a New Ratepayer that first interconnects with Big Rivers' transmission system during the last three Fiscal Years of the Service Period or following notice of termination of this Agreement or the Alcan Retail Agreement.

(c) It shall be assumed that: Big Rivers' interest expense shall have been reduced by the product of (i) Big Rivers' average effective interest rate for borrowed money for the prior Fiscal Year, and (ii) the aggregate amount of any patronage capital retired by Big Rivers to its Members during the Service Period (other than any distribution from the Rural Economic Reserve, the Economic Reserve or the Transition Reserve or relating to the Surcharge or the "Surcharge" under the Alcan Wholesale Agreement), from and after the date of such retirement.

(d) It shall be assumed that: Interest on construction work-in-progress relating to the construction of new electric generating facilities or transmission facilities shall have been capitalized by Big Rivers if it has the right to elect to do so or it is obligated to capitalize such interest under Accounting Principles unless a Governmental Authority has

approved the inclusion of such interest expenses in Big Rivers' revenue requirements for rate-making purposes or otherwise approved a surcharge for collecting such interest expenses.

(e) If Big Rivers acquires or constructs non-peaking electric generating facilities alone or with others ("New Facilities"), Big Rivers' interest expenses shall not include the interest imputed on the debt relating to the New Facilities ("Imputed Interest"); *provided, however*, that if a Governmental Authority has approved the inclusion of such generating facilities in Big Rivers' revenue requirements for rate-making purposes or otherwise approved a surcharge to provide for the recovery of the costs of such New Facilities, then actual interest expense with respect to such New Facilities shall be included in the TIER calculation to the extent recovery is permitted; *provided, further*, that this clause (e) may not cause the TIER Adjustment to become negative. For purposes of determining Imputed Interest, it shall be assumed that the New Facilities were financed 80% with debt and 20% with equity. Imputed Interest shall equal the product of (i) the weighted average interest rate on Big Rivers' debt for the Fiscal Year, and (ii) the amount of debt equal to 80% of the capital invested in the New Facilities.

(f) It shall be assumed that: The Rural Economic Reserve, the Economic Reserve and the Transition Reserve shall not generate any revenue or tax liability and the application of funds from the Rural Economic Reserve, the Economic Reserve or the Transition Reserve shall not result in any change in the Net Margins of Big Rivers.

(g) It shall be assumed that: Big Rivers shall have made no payment for damages or indemnification to or for the benefit of a Smelter with respect to the provision of Electric Services or "Electric Services" as defined in the Alcan Wholesale Agreement.

(h) It shall be assumed that: Big Rivers shall have paid no criminal penalties with respect to its acts or omissions other than criminal penalties that a Governmental Authority has approved the inclusion of in Big Rivers' revenue requirements for rate-making purposes or otherwise approved a surcharge for collecting such penalties.

(i) It shall be assumed that: Big Rivers shall have received no proceeds from the sale of Energy to the wholesale market pursuant to Section 4.13.3 or the corresponding section of the Alcan Wholesale Agreement.

(j) It shall be assumed that: Big Rivers shall have incurred no expenses that are impermissible for inclusion in rates of electric generation and transmission cooperative utilities subject to the jurisdiction of the KPSC for rate-making purposes (currently including advertising expenses, branding expenses, charitable contributions and lobbying expenses) or specifically disallowed for rate making purposes by a Governmental Authority; *provided, however*, that denial by a Governmental Authority of expense recovery through the FAC or the Environmental Surcharge Rider shall not constitute an expense that is impermissible for inclusion in rates if the nature of such expense is recoverable in base rates.

(k) It shall be assumed that: There are no revenues and expenses associated with non-regulated businesses of Big Rivers.

(l) It shall be assumed that: No interest is paid pursuant either to Section 5.3 or Section 5.4 or pursuant to the corresponding sections of the Alcan Wholesale Agreement.

(m) It shall be assumed that: No amounts have been or are payable with respect to Excess Reactive Demand Charges or with respect to “Excess Reactive Demand Charges” under the Alcan Wholesale Agreement.

(n) It shall be assumed that: No administrative fee shall have been received by Big Rivers as a result of any Surplus Sales, Undeliverable Energy Sales or Potline Reduction Sales or sales of Energy pursuant to the corresponding sections of the Alcan Wholesale Agreement.

(o) Additional costs related to a change in Big Rivers’ depreciation rates may not be included in the calculation of the TIER Adjustment unless such change has been approved, consented to or accepted by the KPSC or, if the KPSC no longer has jurisdiction over Big Rivers, by the RUS or any other Governmental Authority having jurisdiction over such change, if any.

(p) It shall be assumed that: The amortization of any Restructuring Amount is zero.

4.7.6 Any proceeds received or transaction costs prepaid by Big Rivers as part of or in connection with the consummation of the Unwind Transaction shall be disregarded for purposes of computing the TIER Adjustment Charge for the Fiscal Year in which the Unwind Transaction occurs.

4.8 Adjustable Charges.

4.8.1 The “FAC Charge” shall be the product of the FAC Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.8.2 The “Non-FAC Purchased Power Adjustment Charge” shall be the product of the Non-FAC Purchased Power Adjustment Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.8.3 The “Environmental Surcharge” shall be the product of the Monthly Environmental Surcharge Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.9 Rebate. If there is an Excess TIER Amount in any Fiscal Year and Big Rivers elects to implement a rebate to its Members in respect thereof, then no later than the first day of the fifth month of the following Fiscal Year, Big Rivers will credit to Kenergy for further credit to Century an amount (the “Rebate”) equal to the product of:

- (i) the Excess TIER Amount, and
- (ii) a fraction:

- (1) the numerator of which is the Base Fixed Energy for such Fiscal Year, and
- (2) the denominator of which is the sum during the applicable Fiscal Year of (A) Big Rivers' aggregate sales of Energy to Members for resale to Non-Smelter Ratepayers, (B) the Base Fixed Energy, and (C) the aggregate amount of "Base Fixed Energy" as defined in the Alcan Retail Agreement (without regard to whether the Alcan Retail Agreement is then in effect).

4.10 Equity Development Credit. If there is an Excess TIER Amount in any Fiscal Year and Big Rivers does not elect to implement a rebate to its Members, then no later than the first day of the fifth month of the following Fiscal Year, Big Rivers will credit against the next Monthly Charge an amount (the "Equity Development Credit") equal to the product of:

- (i) the Excess TIER Amount, and
- (ii) a fraction:
 - (1) the numerator of which is the Base Fixed Energy for such Fiscal Year, and
 - (2) the denominator of which is the sum during the applicable Fiscal Year of (A) Big Rivers' aggregate sales of Energy to Members for resale to Non-Smelter Ratepayers, (B) the Base Fixed Energy, and (C) the aggregate amount of "Base Fixed Energy" as defined in the Alcan Retail Agreement (without regard to whether the Alcan Retail Agreement is then in effect).

Notwithstanding the above, the Equity Development Credit for any Fiscal Year may not exceed an amount which would cause the charge for Base Fixed Energy (including Energy curtailed pursuant to Section 4.13.2 or sold to Third Parties pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, Section 10.2 as Undeliverable Energy Sales or Section 10.3 as Potline Reduction Sales) less the Equity Development Credit for such Fiscal Year on a per MWh basis to be less than (A) the Large Industrial Rate for a customer with a 98% load factor *plus* (B) the sum of the FAC Factor, the Environmental Surcharge Factor and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis).

4.11 Surcharge. In addition to any other amounts payable under this Agreement, and notwithstanding anything in this Agreement to the contrary, Kenergy shall pay a surcharge (the "Surcharge") equal to the sum of the following:

- (a) As applicable:
 - (i) \$241,472 each Billing Month from the Effective Date through and including December, 2011;

(ii) \$344,960 each Billing Month from January, 2012 through and including December, 2016;

(iii) \$481,188 each Billing Month from January, 2017 through the expiration of the stated Term of this Agreement; *plus*

(b) For any Billing Month, the product of (i) Base Fixed Energy and (ii) \$0.60 per MWh; *plus*

(c) For any Billing Month, the product of (i) Base Fixed Energy and (ii) the number of cents per MW per Hour (which number shall not exceed 60 or be less than zero) that Big Rivers' projected annual average costs per MWh for fuel consumed by Big Rivers in its coal-fired generation as set forth in its Budget are greater than the amounts set forth on Schedule 4.11(c), in each case, for that Fiscal Year relating to such Billing Month. Big Rivers shall within 45 days following the end of each fiscal quarter compute its actual costs per MWh for fuel consumed by Big Rivers' coal-fired generation in each Billing Month for such fiscal quarter and shall calculate (on a fiscal-year-to-date basis in a manner consistent with this Section 4.11(c)) an additional amount to be paid by or credited to Kenergy based on such actual costs incurred for fuel consumed compared to the amounts set forth in the Budget for such Billing Months; *provided*, any additional amounts to be paid by or credited to Kenergy shall be applied to amounts due for the remainder of the Fiscal Year under this Section 4.11(c). Within 120 days of the end of each Fiscal Year, an additional amount shall be credited to Kenergy if necessary so that the total amounts paid pursuant to this Section 4.11(c) for such Fiscal Year shall not exceed an amount equal to the product of Base Fixed Energy for such Fiscal Year and 60 cents per MW per Hour; such amount shall be included as a credit, if applicable, in the Monthly Charges for the fourth Billing Month of the next Fiscal Year; *minus*

(d) For each of the first 96 Billing Months, \$113,412.

The obligation of Kenergy to pay the Surcharge will cease to accrue upon the termination of this Agreement. Sample calculations of the Surcharge under Section 4.11(c) are set forth in Exhibit A.

4.12 [Reserved]

4.13 Credits.

4.13.1 Surplus Sales, Undeliverable Energy Sales and Potline Reduction Sales. For any Billing Month, Big Rivers shall credit Kenergy (a) the Net Proceeds of any Surplus Sales pursuant to Section 10.1 to the extent of the Avoidable Base Charge; and (b) the amount of Net Proceeds of any Undeliverable Energy Sales or Potline Reduction Sales to which Kenergy is entitled pursuant to Section 10.2 or Section 10.3, respectively, less \$0.25 per MWh as Big Rivers' administrative fee in each case. Sample calculations of the Net Proceeds from Surplus Sales, Undeliverable Energy Sales and Potline Reduction Sales that would be credited to Kenergy are set forth in Exhibit A.

4.13.2 Curtailment of Purchased Power. For any Billing Month, Big Rivers will credit Kenergy for any Hour during such Billing Month an amount equal to the product of

(a) the Market Reference Rate during such Hour, and (b) the amount of Base Demand per Hour curtailed, if any, during such Hour in an amount and for a duration mutually agreed among Big Rivers, Kenergy and Century pursuant to this Section 4.13.2 and the corresponding section of the Alcan Wholesale Agreement. If both Century and Alcan agree to the curtailment of the delivery of Base Demand per Hour pursuant to this Section 4.13.2 of the Century Retail Agreement and the corresponding section of the Alcan Retail Agreement, Century and Alcan must notify Big Rivers and Kenergy as to whose curtailment shall take precedence. If Big Rivers is not notified as to whose curtailment shall take precedence, the Smelter whose curtailment is largest shall take precedence, and if the amount of curtailment by each Smelter is the same, then the Smelter whose curtailment notice was received by Big Rivers first shall take precedence. Sample calculations of credit that would be due to Kenergy for curtailment of purchased power are set forth in Exhibit A.

4.13.3 Economic Sales. For any Billing Month, Big Rivers will credit Kenergy 75% of the Net Proceeds that Big Rivers receives in respect of the curtailment of the delivery of Base Demand per Hour in an amount and for a duration mutually agreed among Big Rivers, Kenergy and Century if Big Rivers sells such curtailed Base Demand per Hour to the wholesale Energy market ("Economic Sales"); *provided*, that unless otherwise agreed among Big Rivers, Kenergy and Century, (a) the amount of Base Demand per Hour curtailed by Kenergy on behalf of Century may not exceed 100 MW per Hour, (b) the number of curtailments each year shall be limited to twelve, and (c) each curtailment may not last longer than four Hours, and *provided further*, that Big Rivers shall have no obligation to make Economic Sales until after Big Rivers first sells all of its own surplus Energy to the wholesale Energy market. If Kenergy on behalf of both Century and Alcan agree to the curtailment of the delivery of Base Demand per Hour pursuant to this Section 4.13.3 and the corresponding section of the Alcan Wholesale Agreement, Century and Alcan must notify Big Rivers and Kenergy as to whose curtailment shall take precedence. If Big Rivers is not notified as to whose curtailment shall take precedence, the Smelter whose curtailment is largest shall take precedence, and if the amount of curtailment by each Smelter is the same, then the Smelter whose curtailment notice was received by Big Rivers first shall take precedence. Sample calculations of the portion of the Net Proceeds from Economic Sales that would be credited to Kenergy are set forth in Exhibit A.

4.14 Other Amounts. For any Billing Month, any amounts payable pursuant to Section 10.1.4, 10.2.2 or 10.3.7 shall be added to or subtracted as applicable from the calculation of the Monthly Charge.

4.15 Taxes. No state or local sales, excise, gross receipts or other taxes are included in the charges and credits set forth in this Article 4. Kenergy shall pay or cause to be paid any such taxes which are now or hereafter become applicable to the sale of Electric Services to Kenergy under this Agreement.

ARTICLE 5

BILLING

5.1 Monthly Invoice. Big Rivers shall bill Kenergy on or before the tenth Business Day of each month for the Monthly Charge as calculated pursuant to Article 4 based on the sale

of Electric Services during the most recently ended Billing Month plus any other amounts then due and owing pursuant to this Agreement. Kenergy shall pay or cause to be paid to Big Rivers the Monthly Charge and any other amounts due and owing in immediately available funds to an account designated in the Lockbox Agreement on the Business Day following the 24th day of the month following the Billing Month. For the convenience of the Parties, and to facilitate satisfaction of Kenergy's obligation to Big Rivers, Kenergy has assigned to Big Rivers its right to receive payment from Century under the Century Retail Agreement and its rights to collect and enforce collection of such amounts due from Century other than with respect to the "Retail Fee" as defined in the Century Retail Agreement pursuant to the Lockbox Agreement. Big Rivers hereby releases Kenergy from further liability under this Agreement for amounts subject to such assignment to Big Rivers, *provided* that such release does not relieve Kenergy of its other liabilities or responsibilities under this Agreement. Kenergy shall cooperate with and assist Big Rivers with respect to any collections of amounts due from Century to Kenergy which are assigned to Big Rivers; *provided*, that Big Rivers will reimburse Kenergy for any reasonable expenses Kenergy incurs in providing such cooperation or assistance.

5.2 Right to Discontinue Service. If Kenergy (or Century on behalf of Kenergy) fails to pay any monthly invoice rendered by Big Rivers within the time prescribed in Section 5.1, Big Rivers may discontinue delivery of any or all Electric Services hereunder upon 120 Hours prior written notice to Kenergy and Century of its intention to do so. Big Rivers' discontinuance of such service for non-payment will not in any way affect, diminish or limit the obligations of Kenergy (or Century on behalf of Kenergy) to make all payments required under this Agreement or the Century Retail Agreement, as and when due.

5.3 Default Interest. If any monthly invoice rendered by Big Rivers is not paid on the due date, interest will accrue and become payable by Kenergy to Big Rivers on all unpaid amounts at a rate of four percentage points over the Prime Rate commencing on the first day after the due date.

5.4 Payments Under Protest. If any portion of any monthly statement is disputed by Kenergy (or Century), the disputed amount must be paid, under protest, when due. If the disputed amount of the payment is found to be incorrect, Big Rivers shall promptly cause to be refunded to Kenergy (or to Century on behalf of Kenergy, as applicable) the amount that was not then due and payable, together with interest at the Prime Rate commencing on the first day after the date of payment and accruing on each day thereafter until the date the refund is made.

5.5 [Reserved.]

5.6 No Waiver. No payment made by Kenergy (or Century on Kenergy's behalf) pursuant to this Article 5 will constitute a waiver of any right of Kenergy (or Century) to contest the correctness of any charge or credit.

5.7 No Payment. In no case shall Big Rivers be obligated to make a payment to Kenergy in connection with the application of a credit to Kenergy's Monthly Charges except to the extent otherwise expressly provided in Section 10.2.1(a) with respect to Undeliverable Energy Sales.

ARTICLE 6

EFFECTIVE DATE AND CONDITIONS

6.1 Effective Date. The obligations of the Parties under Article 2, Article 3, Article 4, Article 5, Section 7.3, Article 8, Article 9, Article 10, Article 11, Article 12, Article 13, Article 14 and Section 16.5 shall not commence until the Effective Date. The “Effective Date” will occur on the first date each of the conditions set forth in Section 6.2 has been satisfied in full or waived in writing by the Party in whose favor such condition exists (to the extent one or more conditions is subject to being waived).

6.2 Conditions to Occurrence of Effective Date. The following shall be conditions to the occurrence of the Effective Date:

6.2.1 Each of the representations and warranties of the Parties contained in this Agreement and the representations and warranties of Kenergy and Century in the Century Retail Agreement will be true and correct as of the date hereof and the Effective Date (as though such representations and warranties were made at and as of the date hereof and the Effective Date), and each of the Parties shall have received a certificate to such effect from the other Party with respect to the other Party’s representations and warranties in this Agreement and Big Rivers shall have received a certificate to such effect from Kenergy and Century in respect of their respective representations and warranties in the Century Retail Agreement.

6.2.2 The Unwind Transaction will have been consummated, including the termination of the agreements set forth on Schedule 6.2.2.

6.2.3 Each of the documents and agreements set forth in Schedule 6.2.3 will have been duly authorized, executed and delivered by the parties thereto, and all conditions precedent to the effectiveness of such agreements will have been satisfied or waived, and shall, if amended after the date hereof and prior to the Effective Date, be acceptable to Century.

6.2.4 [Reserved]

6.2.5 The Century Guarantee will have been duly authorized, executed and delivered by Century Parent and be in full force and effect.

6.2.6 Release documents releasing the liabilities and obligations under the documents listed on Schedule 6.2.2 will have been duly authorized, executed and delivered by Big Rivers, Kenergy, Alcan, LG&E and Century, as applicable.

6.2.7 Each Member will have authorized, executed and delivered an amendment to its wholesale power contract with Big Rivers relating to the supply of electric service to the Member for its requirements (other than in the case of Kenergy, the requirements of Century and Alcan) to extend the term of such contract until a date satisfactory to Big Rivers.

6.2.8 No authorization or approval or other action by, and no notice to or filing or registration with, or license or permit from any Person, including any Governmental Authority, will be necessary prior to start of the Service Period, other than (i) as may be required

under Applicable Law to be obtained, given, accomplished or renewed at any time or from time to time after the Effective Date and which are routine in nature or which cannot be obtained, or are not normally applied for, prior to the time they are required and which Big Rivers has no reason to believe will not be timely obtained and in each case which do not prevent provision of Electric Services as described herein, and (ii) with respect to the approval of the KPSC or FERC, on the Effective Date, such approvals will have been duly given or issued, received and will be in full force and effect and unappealable, and all conditions therein will have been satisfied to the extent required to be satisfied by Kenergy or Big Rivers on or prior to the Effective Date.

6.2.9 The Century Retail Agreement, the Alcan Wholesale Agreement and the Alcan Retail Agreement will have been duly authorized, executed and delivered by the parties thereto and be in full force and effect and all conditions precedent to the effectiveness will have been satisfied or waived other than conditions within the control of Kenergy or conditions that automatically will become effective simultaneously with the Effective Date or the Unwind Transaction.

6.2.10 RUS shall have consented to the Unwind Transaction and the New Transaction and to all arrangements and agreements required to implement the Unwind Transaction and the New Transaction.

6.3 Efforts to Satisfy Conditions to Effective Date. Each of the Parties shall use commercially reasonable efforts and act in good faith to satisfy all of the conditions set forth in Section 6.2 at the earliest practicable date (other than those which the applicable Party agrees to waive). At such time as Big Rivers or Kenergy believes such conditions have been satisfied, such Party shall notify the other Party in writing. The obligations of the Parties under this Section 6.3 will continue until the earlier of (a) such time as this Agreement terminates pursuant to Section 7.2, and (b) the Effective Date.

ARTICLE 7

TERM AND TERMINATION

7.1 Term. Subject to Section 6.1, this Agreement will become binding on the Parties on the date of execution and delivery by the Parties and will remain in full force and effect until December 31, 2023 (the "Term"), unless earlier terminated pursuant to the terms hereof.

7.2 Termination Prior to Effective Date. This Agreement may be terminated without cost or penalty prior to the occurrence of the Effective Date in accordance with this Section 7.2.

7.2.1 Termination for Failure to Satisfy Conditions to Effective Date. Either Party may terminate this Agreement without cost or penalty by providing five Business Days' prior written notice of termination to the other Party upon the failure of the conditions in Section 6.2 to be satisfied in full or waived by the Person in whose favor the condition exists on or before July 31, 2009, or such later date as the Parties may agree, unless any such condition is satisfied or waived by the applicable Person within such five Business Day period.

7.2.2 Termination In Event Unwind Transaction Will Not Be Consummated. This Agreement may be terminated by either Party at any time prior to the

Effective Date upon receipt of notice from LG&E or Big Rivers that either LG&E or Big Rivers does not intend to consummate the Unwind Transaction.

7.2.3 Termination Due to KPSC Modification. If the KPSC issues an order on any of the filings by Big Rivers or other Persons seeking necessary approvals for the Unwind Transaction and the New Transaction that disapproves or changes the pricing or other material terms of this Agreement or the Century Retail Agreement or Big Rivers' ability to recover costs from the Smelters or the Non-Smelter Ratepayers other than as contemplated in connection with the New Transaction, either Party may terminate this Agreement without cost or penalty by providing written notice of termination to the other Party and Century no later than three Business Days after the first to occur of the following: (i) the last date on which a petition for re-hearing may be filed if such a petition has not been filed, (ii) the date on which the KPSC issues an order denying the request for re-hearing for any petition for re-hearing that may have been filed during the allowed period, and (iii) if a rehearing occurs, following the date on which an order on rehearing is issued.

7.2.4 Termination Pursuant to Century Termination. Either Party may terminate this Agreement without cost or penalty by providing written notice of termination to the other following receipt by Kenergy of a notice of termination from Century pursuant to and in accordance with Section 7.2.3 of the Century Retail Agreement.

7.2.5 Effect of Pre-Effective Date Termination. If this Agreement is terminated in accordance with this Section 7.2, Big Rivers and Kenergy acknowledge and agree that the Existing Century Agreement and the Kenergy/LG&E Contract and all other related documents and agreements will continue in full force and effect as if this Agreement had not been executed and delivered by the Parties.

7.3 Termination After the Effective Date. This Agreement may be terminated after the occurrence of the Effective Date in accordance with this Section 7.3.

7.3.1 Termination for Closing of Hawesville Smelter. Either Party may terminate this Agreement as of the date Century terminates the Century Retail Agreement pursuant to Section 7.3.1 therein in connection with the termination and cessation of all aluminum smelting operations at the Hawesville Smelter.

7.3.2 Termination for Event of Default. This Agreement may be terminated following the occurrence and during the continuation of an Event of Default pursuant to Article 14.

7.3.3 Termination Following KPSC Order.

(a) Big Rivers may terminate this Agreement without cost or penalty by providing written notice of termination to Kenergy and Century within three Business Days of the issuance by the KPSC of an order unconditionally or conditionally approving this Agreement and the Century Retail Agreement in connection with the consummation of the Unwind Transaction if Big Rivers determines in its business judgment, exercised in good faith, that the Unwind Transaction is not in Big Rivers' best interests.

ARTICLE 8

METERING

8.1 Metering Facilities. Big Rivers will provide or cause to be provided metering facilities at the Point of Delivery which measure Hourly kW, kWh, kilovars, kilovar-hours and voltage fluctuation spectra.

8.2 Reading. Big Rivers will read or cause to be read the meters at the Point of Delivery on the last date of each month (or such other date as may be agreed upon by the Parties).

8.3 Testing. Big Rivers will test, or cause to be tested, the calibration of the meters at the Point of Delivery by comparison of accurate standards at least once every twelve months (or more often if so required by Applicable Law) and will give Kenergy and Century not less than five Business Days' prior notice of such testing. Kenergy and Century will have the right to observe and participate in all meter tests. Meters registering not more than plus or minus 1% inaccurate will be deemed to be accurate (unless Applicable Law establishes a standard more stringent than 1%, in which case, the more stringent standard will apply). The reading of any meter which will have been disclosed by tests to be inaccurate will be corrected for the 60 days before such tests (or for such shorter period if applicable) in accordance with the percentage of inaccuracy found by such tests. If any meter should fail to register for any period, the Parties and Century will make mutually agreed upon estimates for such period from the best information available. If Kenergy or Century requests a special meter test, Big Rivers shall cause such test to be conducted; *provided, however*, that if any special meter test made at the request of Kenergy or Century discloses that the meters are not more than plus or minus 1% inaccurate, Kenergy or Century, as applicable, shall reimburse Big Rivers for the reasonable cost of such test. In all other respects, meters through which Big Rivers delivers Energy to Kenergy for resale to Century shall be installed, operated, maintained and tested in accordance with all Applicable Law and Prudent Utility Practice.

ARTICLE 9

OPERATIONAL MATTERS

9.1 Operations and Operational Responsibility. In carrying out the requirements of this Agreement, each Party will comply with the reliability criteria, standards, guidelines and operating procedures of any national electric reliability organization, SERC, Applicable Law and any regional transmission organization (if applicable), and neither Party will be required to take any action in violation of any thereof.

9.1.1 Big Rivers will operate and maintain or cause to be operated and maintained all of the facilities owned by it on the premises of Kenergy or Century.

9.1.2 Kenergy will operate and maintain, or cause to be operated and maintained, all of the facilities and equipment owned by it.

9.2 Installation and Maintenance of Interconnection Equipment. Big Rivers has furnished or installed all of the facilities required for the delivery of Energy to the Point of Delivery, as well as the 161 kilovolt transmission lines required between the Point of Delivery and Century's electrical substation. Big Rivers shall install and maintain, or shall cause to be installed and maintained, any and all interconnection equipment, metering, or substation equipment, and other equipment, including switching and protective equipment, necessary to enable Kenergy to deliver Energy to Century at the Point of Delivery. Big Rivers will keep or cause to be kept, all such equipment in good working order, condition and repair (ordinary wear and tear excepted) such that all such equipment is capable of operating, consistent with Prudent Utility Practice, to the extent necessary to assure sufficient capability to take and use the Electric Services to be delivered by Big Rivers to Kenergy as provided for in this Agreement.

9.3 [Reserved.]

9.4 Curtailed by Big Rivers. If Big Rivers determines in accordance with Prudent Utility Practice, or in compliance with any national electric reliability organization, SERC, Applicable Law and other regulation, any applicable regional transmission organization, or other applicable operating criteria or rules, that a System Emergency has occurred or is imminent, and after suspending or reducing deliveries to Persons purchasing interruptible Energy from Big Rivers, Big Rivers may suspend or reduce the delivery of Energy hereunder and may cease to make available in whole or in part the Electric Services, in each case to the extent caused by, or that Big Rivers determines necessary or prudent under the circumstances to prevent or attempt to prevent, or counter or reduce the effects of, such System Emergency. Any curtailment caused by a System Emergency (or for any other reason) that cannot be avoided after the suspension or reduction of deliveries to Persons purchasing interruptible Energy from Big Rivers will be effected in a non-discriminatory manner consistent with Big Rivers' then-current policies and procedures. Big Rivers shall notify Kenergy and Century as to the occurrence or threatened occurrence of any System Emergency or other event that may require curtailment, its cause and its impact on the delivery of Energy or the provision of Electric Services, as soon as practicable. Big Rivers will not be obligated to supply Electric Services to the extent suspended or curtailed as a result of the System Emergency.

9.5 Ownership and Removal of Equipment. Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed, by either of the Parties hereto (or by Century) on or in the premises of the other Party (or Century) to receive service under this Agreement shall be and remain the property of the Party (or Century) owning and installing such equipment, apparatus, devices or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement or any extension thereof, the owner (including, if applicable, Century) of any equipment, apparatus, devices or facilities on the property of a Party shall have the right to enter upon the premises of that Party, and shall, within a reasonable time and at the sole expense of the owner, remove such equipment, apparatus, devices or facilities.

ARTICLE 10

COVENANTS

10.1 Surplus Sales.

10.1.1 Big Rivers acknowledges and agrees that Century may request Big Rivers and Kenergy sell Energy which is surplus to Century's needs by delivering prior written notice to Kenergy and Big Rivers (a) identifying the portion of Base Demand per Hour to be sold and the associated times and duration of the requested sales, and (b) agreeing to curtail its demand per Hour so Century's actual demand and the Energy sold pursuant to this Section 10.1 ("Surplus Sales") is not expected to exceed the Base Demand per Hour. Big Rivers shall have no obligation to make Surplus Sales if the portion of Base Demand per Hour Century requests to be sold exceeds the Base Demand per Hour or is less than ten MW or not in integral multiples of one MW. For the avoidance of doubt, Surplus Sales shall not include sales of Economic Sales, Undeliverable Energy Sales or Potline Reduction Sales.

10.1.2 Big Rivers shall use reasonable commercial efforts to make Surplus Sales and, to the extent consistent with notices from Century to Big Rivers, maximize the Net Proceeds thereof. Big Rivers shall have no obligation to use any efforts to make Surplus Sales if Big Rivers, in its sole discretion exercised in good faith, estimates the Net Proceeds therefrom would be less than \$1.00 per MWh in excess of the sum of the Base Variable Rate, the FAC Factor, the Non-FAC Purchased Power Adjustment Factor and the Environmental Surcharge Factor (each calculated on a per MWh basis). Big Rivers will not have any obligation to Kenergy to market or resell Energy pursuant to this Section 10.1 (a) until Big Rivers first has sold or elected not to sell all amounts of its own surplus Energy, or (b) if Big Rivers is unable to sell any or all Energy as a result of transmission constraints (whether on or off Big Rivers' transmission system) or other constraints, including constraints imposed by Applicable Law.

10.1.3 For the avoidance of doubt, nothing in this Section 10.1 shall relieve Kenergy of its obligation for the Base Energy Charge or the TIER Adjustment Charge or any other portion of the Monthly Charge pursuant to Article 4.

10.1.4 For any applicable Surplus Sale, (i) Kenergy shall pay Big Rivers any excess of Big Rivers' actual income tax liability relating to such Surplus Sale over the estimated income tax liability for such Surplus Sale that was used for purposes of calculating the Net Proceeds on such Surplus Sale, and (ii) Big Rivers shall pay to Kenergy any excess of Big Rivers' estimated income tax liability for such Surplus Sale that was used for purposes of calculating the Net Proceeds on such Surplus Sale over the actual income tax liability of Big Rivers relating to such Surplus Sale.

10.2 Undeliverable Energy Sales.

10.2.1 If Century notifies Big Rivers and Kenergy of the occurrence of (i) any event which results in damage to or destruction of plant or equipment that renders all or a portion of the Hawesville Smelter unfit for normal use and limits Century's ability to engage in aluminum reduction operations thereat; (ii) Century's demand is initially reduced by at least 50

MW per Hour or more as a result thereof; (iii) such limitation is expected to continue for a period of 48 consecutive hours or longer; and (iv) the proximate cause of such casualty is not an intentional misconduct or willful misconduct of Century or any of its Affiliates, Big Rivers shall use reasonable commercial efforts to sell an amount of Energy up to the corresponding reduction in Century's demand as a result of such event during the continuance of such limitation, subject to the same terms, conditions and limitations as set forth for Surplus Sales in Section 10.1. The sales of Energy described in this Section 10.2 shall be referred to as "Undeliverable Energy Sales." Century may provide such notice orally if followed promptly by written notice. Big Rivers shall use reasonable commercial efforts to make such Undeliverable Energy Sales and, to the extent consistent with notices from Century to Big Rivers, maximize the Net Proceeds thereof.

(a) For a period of up to six months from the date of the occurrence of such event, all of the Net Proceeds of any such sales (less the administrative fee pursuant to Section 4.13.1) shall be credited against the Monthly Charge or, if in excess of the Monthly Charge otherwise applicable, such excess shall be paid to Century. Upon Century providing a certificate representing that the event can not be remedied with reasonable diligence within six months, Kenergy's rights under this Section 10.2 shall be extended for an additional period up to three months.

(b) Upon expiration of the period of Kenergy's rights under this Section 10.2, Big Rivers shall not have any obligations to sell Energy to a Third Party which otherwise would be available for purchase by Century hereunder except as otherwise expressly required pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, or Section 10.3 as Potline Reduction Sales. Undeliverable Energy Sales may not be greater than Base Demand per Hour.

(c) If the circumstances described in clauses (i), (ii), and (iv) of this Section 10.2.1 do not continue for a period of 48 consecutive hours or longer, such sales of Energy will be treated as Surplus Sales under Section 10.1 unless Section 10.3 applies.

10.2.2 For any applicable Undeliverable Energy Sale, (i) Kenergy shall pay to Big Rivers any excess of Big Rivers' actual income tax liability relating to such Undeliverable Energy Sale over the estimated income tax liability for such Undeliverable Energy Sale that was used for purposes of calculating the Net Proceeds on such Undeliverable Energy Sale, and (ii) Big Rivers shall pay to Kenergy, upon Kenergy's receipt of such payment from Big Rivers, any excess of Big Rivers' estimated income tax liability for such Undeliverable Energy Sale that was used for purposes of calculating the Net Proceeds on such Undeliverable Energy Sale over the actual income tax liability of Big Rivers relating to such Undeliverable Energy Sale.

10.3 Potline Reduction Sales.

10.3.1 At the request of Kenergy, Big Rivers shall sell 115 MW (plus or minus 10 MW) per Hour to Third Parties (such sales of Energy are referred to as "Potline Reduction Sales"), such amount subject to Section 10.3.2 below, on either a Firm basis or a System Firm basis concurrently with delivery of not less than 30 days' prior notice from Century to Kenergy and Big Rivers (which notice Kenergy and Big Rivers shall keep confidential) if (i)

Century has ceased or will cease all aluminum smelting operations on one and only one of its potlines at the Hawesville Smelter (a “Potline Reduction”); (ii) Century is reasonably likely to be able to continue aluminum smelting operations with respect to all of its other potlines at the Hawesville Smelter as a result of the cessation of aluminum smelting operations on the potline referred to in clause (i); (iii) Century in good faith reasonably estimates the duration of such cessation will equal or exceed 12 months; and (iv) no Potline Reduction Sales have been made for a period of twelve consecutive months prior to the date of such notice. Such notice also shall state the requested duration of the sales of Energy and must be accompanied by a certificate of an officer of Century Parent certifying as to the matters set forth in clauses (i), (ii), (iii), and (iv) above.

10.3.2 Century, Kenergy and Big Rivers shall reasonably cooperate on a schedule for the graduated reduction and, in the case of a potline restoration, the graduated increase in the demand effected pursuant to Section 10.3.1 in such amounts and over a period of time as is mutually satisfactory.

10.3.3 Kenergy may not withdraw its request for Potline Reduction Sales to the extent that Big Rivers has a legally binding agreement with a Third Party for Potline Reduction Sales (a “Potline Reduction Sales Agreement”), *provided* that Big Rivers acknowledges and agrees that Century may at any time increase demand pursuant to Section 10.3.2 and assume responsibility for acquiring Market Energy required during the remainder of the Potline Reduction Sales Agreement.

10.3.4 Big Rivers shall use reasonable commercial efforts to make Potline Reduction Sales and, to the extent consistent with notices from Century to Big Rivers, maximize the Net Proceeds thereof. Big Rivers will not have any obligation to market or resell Energy pursuant to this Section 10.3 (i) until Big Rivers first has sold or elected not to sell all amounts of its own surplus Energy available for sale or (ii) to the extent Big Rivers is unable to make Potline Reduction Sales as a result of transmission constraints (whether on or off Big Rivers’ transmission system) or other constraints, including constraints imposed by Applicable Law.

10.3.5 Kenergy and Big Rivers shall consult with Century and agree on the Potline Reduction Sales that will be made on a Firm basis or a System Firm basis and the terms of same. To the extent Kenergy request the Potline Reduction Sales be made on a Firm basis, Kenergy agrees that if during the term of such sale or sales Big Rivers is required to purchase replacement Energy or otherwise make payments to meet such Potline Reduction Sales on a Firm basis, Kenergy will reimburse Big Rivers the full cost of such actions and indemnify Big Rivers for any costs, obligations or liabilities incurred by Big Rivers, including liabilities to Third Parties.

10.3.6 All of the Net Proceeds of any Potline Reduction Sales (less the administrative fee pursuant to Section 4.13.1) shall be credited against the Monthly Charge from the effective date of the notice pursuant to Section 10.3.1 until the Cut-Off Date or, if such amount is in excess of the Monthly Charge otherwise applicable, such excess shall be paid to Kenergy for payment to Century. The “Cut-Off Date” shall mean the earliest to occur of (a) the first day of the 49th Billing Month after the effective date of the notice given under Section 10.3.1, (b) a date specified in a written notice, if any, by Century to Kenergy and Big Rivers, and

(c) the earlier of the date (i) one year after the date Century commences smelting operations with respect to one or more pots on the previously suspended potline or (ii) all Potline Reduction Sales Agreements have been terminated or expired after Century commences smelting operations with respect to one or more pots on the previously suspended potline. Sales of Energy after the Cut-Off Date shall be Surplus Sales pursuant to Section 10.1 and not Potline Reduction Sales pursuant to this Section 10.3. Kenergy agrees that it shall not be permitted to extend the term of Potline Reduction Sales beyond forty-eight months, *provided* that nothing in this Section 10.3.6 shall preclude Kenergy from providing a new notice under Section 10.3.1 after aluminum smelting operations at the suspended potline have been restored, subject to Section 10.3.1(iv).

10.3.7 For any Potline Reduction Sale, (i) Kenergy shall pay to Big Rivers any excess of Big Rivers' actual income tax liability relating to such Potline Reduction Sale over the estimated income tax liability for such Potline Reduction Sale that was used for purposes of calculating the Net Proceeds on such Potline Reduction Sale, and (ii) Big Rivers shall pay to Kenergy any excess of Big Rivers' estimated income tax liability for such Potline Reduction Sale that was used for purposes of calculating the Net Proceeds on such Potline Reduction Sale over the actual income tax liability of Big Rivers relating to such Potline Reduction Sale.

10.3.8 For the avoidance of doubt, (i) Potline Reduction Sales shall not include Surplus Sales, Economic Sales or Undeliverable Energy Sales; (ii) nothing in this Section 10.3 shall be construed to relieve Kenergy of its obligation with respect to the Base Energy Charge, the TIER Adjustment or other components of the Monthly Charge payable pursuant to Article 4; and (iii) nothing in this Agreement precludes Undeliverable Energy Sales under Section 10.2 from becoming Potline Reduction Sales if all conditions of this Section 10.3 are met.

10.4 Century Retail Agreement. Kenergy covenants that:

10.4.1 it will at all times fully perform and discharge all of its obligations under the Century Retail Agreement, and under any transmission agreement pursuant to which amounts of Energy are delivered directly or indirectly to Kenergy for sale and transmission to Century;

10.4.2 it will not resell any Electric Services purchased from Big Rivers under this Agreement to any user other than Century, except as expressly permitted in this Agreement or with the prior written consent of Big Rivers, which may be withheld by Big Rivers in its sole discretion, and shall require that any Energy that Kenergy purchases from Big Rivers under this Agreement and resells to Century must be consumed by Century in connection with the operation of its Hawesville Smelter;

10.4.3 it will not take any action or support any action by others that in any manner would impede Kenergy's ability to fulfill its obligations to Big Rivers under this Agreement nor will it amend or modify the Century Retail Agreement, including with respect to (i) the rates, terms and conditions for service; (ii) the "Base Monthly Energy," "Supplemental Energy," or "Market Energy" under the Century Retail Agreement; (iii) Century's payment obligations; or (iv) the term of the Century Retail Agreement without the prior written consent of Big Rivers;

10.4.4 it will not waive compliance by Century with any of its obligations under the Century Retail Agreement, fail to fully enforce the Century Retail Agreement against Century, or act in any manner that would adversely affect Kenergy's ability to fulfill its obligations under this Agreement;

10.4.5 it will provide to Big Rivers all notices of default received or sent by Kenergy pursuant to the Century Retail Agreement;

10.4.6 it will not terminate the Century Retail Agreement if the termination would be a breach by Kenergy thereof (including rejection of the agreement in bankruptcy or reorganization proceeding);

10.4.7 it will not terminate the Century Retail Agreement for breach by Century without providing Big Rivers notice of such Century breach and a reasonable opportunity for Big Rivers to cure such Century breach, if it should elect, in its sole discretion, to do so. Big Rivers' opportunity to cure will extend, at a minimum, for a period of not less than ten Business Days after the later of (i) the applicable period of time available for a cure by Century under the Century Retail Agreement, or (ii) notice of the breach by Century is delivered by Kenergy to Big Rivers; and

10.4.8 it will not assign or transfer (by operation of law or otherwise) any rights or interests that it may have in the Century Retail Agreement to any Person without (i) subject to Section 16.2, first obtaining the written consent of Big Rivers, which consent will not be unreasonably withheld or delayed, and (ii) causing the transferee of the Century Retail Agreement to assume and agree to perform all of Kenergy's obligations under this Agreement which arise following that assignment or transfer.

10.5 Refund of Income Tax Estimated for Net Proceeds. Big Rivers shall return to Kenergy for the benefit of Century any income taxes deducted in calculating the Net Proceeds of a sale of Energy by Big Rivers which Big Rivers ultimately determines are not required to be paid due to the application of a net operating loss carry-forward of Big Rivers that existed on the Effective Date and that otherwise would have expired unused.

10.6 Mitigation of Uncontrollable Force. Kenergy covenants that (a) if there is an Uncontrollable Force that prevents Big Rivers from delivering or Kenergy from receiving any Electric Services as required under this Agreement, Kenergy shall use reasonable commercial efforts to obtain Energy and related services from a Third Party Supplier for sale and delivery to Century as required under the Century Retail Agreement, and (b) Kenergy will take such other actions as are reasonably necessary to avoid a breach or default under the Century Retail Agreement that might, if not cured as required by that agreement, result in Century's invocation of any of the remedies set forth in Article 14 of the Century Retail Agreement.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Occurrence of an Uncontrollable Force. No Party will be considered to be in breach or default in the performance of any of its obligations under this Agreement if the failure

of performance is due to an Uncontrollable Force, except as otherwise provided in this Article 11. If either Party is unable, in whole or in part, by reason of Uncontrollable Force to carry out its obligations, then the obligations of the Parties, to the extent that they are affected by such Uncontrollable Force, will be suspended during the continuance of any inability so caused, but for no longer period. A Party will not be relieved of liability for failing to perform if such failure is due to causes arising out of its own negligence or willful acts or omissions.

11.2 Mitigation. A Party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove or remedy such inability as promptly as reasonably possible. Nothing contained herein may be construed to require a Party to prevent or to settle a labor dispute against its will.

11.3 Notice of Uncontrollable Force. A Party shall notify the other Party at the earliest practicable time following (i) the occurrence of any Uncontrollable Force which renders such Party incapable of performing hereunder or (ii) the time at which such Party has reason to expect that such an Uncontrollable Force is imminent. Kenergy also shall notify Big Rivers if it receives notice from Century that Century anticipates that it will be unable to perform its obligations to Kenergy under any contract or agreement that affects Kenergy's performance under this Agreement due to an Uncontrollable Force and Big Rivers is not an additional addressee of such notice.

11.4 Payment Obligations. Notwithstanding anything in this Agreement to the contrary, the occurrence of an Uncontrollable Force shall not relieve Kenergy of its payment obligations under Article 4, including its payment obligations with respect to the Base Energy Charge.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of Big Rivers. Big Rivers hereby represents and warrants to Kenergy as follows:

12.1.1 Big Rivers is an electric generation and transmission cooperative corporation duly organized and validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as it is now being conducted and as it is contemplated hereunder to be conducted during the Term hereof.

12.1.2 The execution, delivery and performance of this Agreement by Big Rivers have been duly and effectively authorized by all requisite corporate action.

12.2 Representations and Warranties of Kenergy. Kenergy hereby represents and warrants to Big Rivers as follows:

12.2.1 Kenergy is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligation

hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the Term hereof.

12.2.2 The execution, delivery and performance of this Agreement by Kenergy have been duly and effectively authorized by all requisite corporate action.

ARTICLE 13

ADDITIONAL AGREEMENTS

13.1 Regulatory Proceedings.

13.1.1 KPSC Jurisdiction. Nothing in this Agreement shall limit or expand the jurisdiction of the KPSC over Big Rivers, Kenergy or the rates, terms and conditions of Electric Service to Kenergy.

13.1.2 Notice of Material Filings. Big Rivers shall provide to Kenergy and Century a copy of any filing with the KPSC or FERC that seeks a change in Big Rivers' tariff, or relief authorized by KRS 278.020, KRS 278.030, KRS 278.212, KRS 278.218, KRS 278.300, KRS 278.183 or 807 KAR 5:056.

13.2 Audit Rights.

13.2.1 Kenergy will permit Big Rivers to audit, upon reasonable notice, at its own expense, at a mutually agreeable time, all information in the possession of Kenergy relating to its service to Century under the Century Retail Agreement, including scheduled usage, meter records and billing records. Kenergy shall retain all documentation applicable to service to Century under the Century Retail Agreement for a period of three years beyond the date of the service. Nothing in this Section 13.2 shall obligate Kenergy to disclose attorney-client privileged information.

13.2.2 Big Rivers will permit Kenergy and Century to audit, upon reasonable notice, at its own expense, at a mutually agreeable time, all information in the possession of Big Rivers relating to its service to Kenergy under this Agreement, including scheduled deliveries, meter records, billing records, records related to payments made by Century to Big Rivers pursuant to the assignment described in Section 5.1, and such other documents related to payment for and determination of the amount of Electric Services supplied by Big Rivers and delivered to Kenergy for resale and delivery to Century and the appropriate classification of such Energy. Big Rivers shall retain all documentation applicable to service to Kenergy under this Agreement for a period of three years.

13.3 [Reserved.]

13.4 Patronage Capital. Big Rivers shall amend its bylaws to adopt the provisions set forth in Appendix B.

13.5 [Reserved.]

13.6 Negotiation of Replacement Agreement. If this Agreement has not been terminated earlier, Big Rivers shall negotiate in good faith with Kenergy and Century, no later than January 1, 2023, concerning rates and terms and conditions for new power supply arrangements following the expiration of this Agreement on December 31, 2023.

13.7 Entitlement to Large Industrial Rate. If this Agreement terminates pursuant to a closure of the Hawesville Smelter as set forth in Section 7.3.1 and Century continues non-smelting operations, Big Rivers acknowledges and agrees that Century will be entitled to be served by Kenergy under the Large Industrial Rate; *provided, however*, the capacity and associated Energy served under the Large Industrial Rate shall not exceed 15 MW.

13.8 Unbundling. Unless required by Applicable Law, Big Rivers will not seek to amend the Large Industrial Rate:

(a) To create unbundled services if unbundling those services alone would result in a more than \$1 million of additional revenue to Big Rivers; and

(b) In a manner which results in categories of OATT costs being charged to Kenergy which Century is responsible for under the Century Retail Agreement and which are utilized by but not charged to the Non-Smelter Ratepayers.

13.9 Not Exclusive Service Arrangement. Nothing in this Agreement may be construed (i) to limit the ability of Kenergy to purchase capacity, Energy or other services from Persons other than Big Rivers to serve Century, or (ii) to amend, waive or otherwise alter the terms of Big Rivers' plan of reorganization, as modified June 1, 1998, or agreements relating thereto regarding the supply obligation of Big Rivers after July 17, 1998, for wholesale power required by Kenergy to provide Electric Service to Century or Alcan.

ARTICLE 14

EVENTS OF DEFAULT; REMEDIES

14.1 Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

14.1.1 Failure by a Party to make any payment in accordance with this Agreement within three Business Days following the non-performing Party's receipt of written notice of the non-performing Party's default in its payment obligation;

14.1.2 Failure of a Party to perform any material duty imposed on it by this Agreement (other than a failure to make a payment when due) within 30 days following the non-performing Party's receipt of written notice of the non-performing Party's breach of its duty hereunder;

14.1.3 Any attempt by a Party to transfer an interest in this Agreement other than as permitted pursuant to Article 16;

14.1.4 The occurrence and continuance of an “Event of Default” under the Century Retail Agreement;

14.1.5 Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;

14.1.6 Assignment by a Party for the benefit of its creditors;

14.1.7 Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment; or

14.1.8 Failure, inability or refusal of Kenergy to cure a breach or default by Kenergy under the Century Retail Agreement which gives rise to a termination of the Century Retail Agreement, or any termination by Kenergy of the Century Retail Agreement in breach or default thereof.

14.2 Remedies, General. Except as otherwise provided in this Agreement, following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Unless otherwise provided herein, remedies provided in this Agreement are cumulative, unless specifically designated to be an exclusive remedy and nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provisions herein provided that:

14.2.1 UNDER NO CIRCUMSTANCE WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGER, EMPLOYEES OR AGENTS BE LIABLE HEREUNDER TO THE OTHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS EMPLOYEES OR AGENTS WHETHER IN TORT, CONTRACT OR OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. EACH PARTY’S LIABILITY HEREUNDER WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2.2 Neither Party may terminate this Agreement as a result of an “Event of Default” under the Century Retail Agreement if the actions or omissions of Kenergy caused such “Event of Default”; *provided*, that either Party may terminate this Agreement if the Century Retail Agreement is terminated for any reason.

14.2.3 Unless otherwise provided herein, if a Party is in breach of its obligations under this Agreement but such breach does not constitute, or would not with the

passage of time or the giving of notice constitute, an Event of Default and this Agreement does not provide any other remedy therefor, if such breach has not been cured by the breaching Party within 60 days after receiving written notice from the non-breaching Party setting forth, in reasonable detail, the nature of such breach, the non-breaching Party may bring a claim for money damages with respect to such breach and exercise its rights under Section 15.2, but will not be entitled to terminate, or seek to terminate, this Agreement, or suspend performance of its obligations and duties hereunder as a result of such breach.

ARTICLE 15

DISPUTE RESOLUTION

15.1 Resolution Meetings. If a dispute arises between the Parties concerning the terms or conditions of this Agreement, the duties or obligations of the Parties under this Agreement, or the implementation, interpretation or breach of this Agreement, either Party may request in writing a meeting among an authorized representative of each of the Parties and, if applicable, Century to discuss and attempt to reach a resolution of the dispute. Such meeting will take place within ten days or such shorter or longer time as agreed upon by the Parties of the request. Nothing in this Section 15.1 shall toll or extend the cure period with respect to the failure by a Party to perform its obligations under this Agreement.

15.2 Right to Pursue Rights and Remedies. Absent resolution of a dispute pursuant to Section 15.1, the Parties may pursue at any Governmental Authority all rights and remedies that they may have at law, in equity or pursuant to this Agreement subject to the limitations set forth in this Agreement. Notwithstanding the provisions of this Article 15, each Party may at all times seek injunctive relief, where its delay in doing so could result in irreparable injury.

ARTICLE 16

GENERAL PROVISIONS/SUCCESSORS AND ASSIGNS

16.1 Binding Nature. This Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. No interest in this Agreement may be transferred or assigned by either Party, in whole or in part, by instrument or operation of law, without the prior written consent of the other Party, except as provided in Section 16.4, and except that, subject to satisfaction of the conditions of Section 16.2, assignment may be made by either Party to such Person as acquires all or substantially all the assets of the assigning Party or which merges with or acquires all or substantially all of the equity of such Party. When consent is required, consent may not be unreasonably withheld, conditioned or delayed.

16.2 Limitation on Assignment. In no event may either Party assign this Agreement (including as part of a sale of all or substantially all the assets of the assigning Party or a merger with or purchase of substantially all the equity interests of such Party) (i) to any Person that does not have adequate financial capacity as demonstrated to the reasonable satisfaction of the non-assigning Party or that would otherwise be unable to perform the obligations of the assigning

Party pursuant to this Agreement or (ii) on any terms at variance from those set forth in this Agreement except as agreed to in writing by the Parties.

16.3 Duties. No permitted assignment or transfer will change the duties of the Parties, or impair the performance under this Agreement except to the extent set forth in such permitted assignment and approved in writing by the Parties. No Party is released from its obligations under this Agreement pursuant to any assignment, unless such release is granted in writing.

16.4 Financing Lien. Either Party may, without the approval of the other Party, assign this Agreement as collateral security or grant one or more mortgages (including one or more deeds of trust or indentures) on or security interests in its interest under this Agreement in connection with the general financing of its assets or operations.

16.5 Big Rivers Restructuring.

16.5.1 In connection with a Restructuring, Kenergy, Century, Alcan and Big Rivers shall determine a good faith estimate of the cumulative increase or decrease in the TIER Adjustment that such Restructuring would cause in each Fiscal Year over the 24-Billing Month period following the date of the effectiveness of Restructuring (the “Restructuring Amount”). Any change in the Large Industrial Rate approved at the time of or in connection with the Restructuring shall not be considered as an effect of the Restructuring. Nothing in this Agreement, including this Section 16.5, shall limit the ability of Big Rivers to seek a change in or modification of the Large Industrial Rate in connection with the occurrence of a Restructuring.

16.5.2 The Monthly Charge in each month of the 48-month period following the effectiveness of the Restructuring shall be increased or decreased, as applicable, by an amount equal to 1/48th of the product of the Restructuring Amount and the Applicable Percentage; *provided*, that the application of this Section 16.5 shall not result in Kenergy paying less than the sum of the Large Industrial Rate, the FAC Factor, the Environmental Surcharge Factor and the Non-FAC Purchased Power Adjustment Factor, all on a per MWh basis, for a customer with a 98% load factor with respect to Base Monthly Energy in any Fiscal Year. Sample calculations for determining a Restructuring Amount are set forth in Exhibit A.

16.5.3 This Section 16.5 shall not be applicable to any Restructuring undertaken in response to the loss of revenue caused by the termination of the Alcan Wholesale Agreement.

16.5.4 If Century, Alcan, Kenergy and Big Rivers are not able to determine a mutually agreeable estimate of the Restructuring Amount, then Big Rivers, Kenergy, Century or Alcan may petition to the KPSC to determine the Restructuring Amount.

ARTICLE 17

MISCELLANEOUS

17.1 Governing Law. This Agreement shall be interpreted, governed by and construed under the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules.

17.2 Jurisdiction. The Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement; *provided* that the subject matter of such dispute is not a matter reserved by law to the KPSC, or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties hereby agree to submit to the jurisdiction of Kentucky courts for such purpose. Venue in state court actions will be in the Henderson Circuit Court as the court in which venue will lie for the resolution of any disputes under this Agreement. Nothing in this paragraph prohibits a Party from referring to FERC any matter properly within FERC's jurisdiction.

17.3 Waiver. The waiver by either Party of any breach of any term, covenant or condition contained herein will not be deemed a waiver of any other term, covenant or condition, nor will it be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein.

17.4 Amendments.

17.4.1 This Agreement may be amended, revised or modified by, and only by, a written instrument duly executed by both Parties.

17.4.2 The Parties acknowledge and agree that nothing in this Agreement shall limit the right of Big Rivers to file changes to the OATT, or limit the right of any Party to challenge any aspect of the OATT, including the applicable loss factor, the transmission service rates or any other transmission or ancillary service issue presented to FERC.

17.5 Good Faith Efforts. The Parties agree that each will in good faith take all reasonable actions within their reasonable control as are necessary to permit the other Party to fulfill its obligations under this Agreement; *provided* that no Party will be obligated to expend money or incur material economic loss in order to facilitate performance by the other Party. Where the consent, agreement, or approval of either Party must be obtained hereunder, such consent, agreement or approval may not be unreasonably withheld, conditioned or delayed unless otherwise provided herein. Where either Party is required or permitted to act or fail to act based upon its opinion or judgment, such opinion or judgment may not be unreasonably exercised. Where notice to the other Party is required to be given herein, and no notice period is specified, reasonable notice shall be given.

17.6 Notices. A notice, consent, approval or other communication under this Agreement must be in writing, addressed to the Person to whom it is to be delivered at such Person's address shown below and (a) personally delivered (including delivery by a nationally recognized overnight courier service), or (b) transmitted by facsimile, with a duplicate notice sent by a nationally recognized overnight courier service, *provided however*, that (i) a notice under Section 2.3.2(a)(iii) or Section 10.2 may be given by telephone to be followed as soon as reasonably practicable by written notice as described herein and (ii) a notice of Uncontrollable Force shall be given by whatever means is available followed by notice in writing as described herein as soon as reasonably practicable. A notice given to a Person in accordance with this Section 17.6 will be deemed to have been delivered (a) if personally delivered to a Person's address, on the day of delivery if such day is a Business Day, or otherwise on the next Business

Day, or (b) if transmitted by facsimile to a Person's facsimile number and a correct and complete transmission report is received, or receipt is confirmed by telephone, on the day of transmission if a Business Day, otherwise on the next Business Day; *provided, however*, that such facsimile transmission will be followed on the same day with the sending to such Person of a duplicate notice by a nationally recognized overnight courier to that Person's address. For the purpose of this Section 17.6, the address of a Party is the address set out below or such other address which that Party may from time to time deliver by notice to the other Party, in accordance with this Section 17.6:

If to Big Rivers:	Big Rivers Electric Corporation 201 Third Street Henderson, Kentucky 42420 Facsimile: (270) 827-2558 Attn: President and CEO
If to Kenergy:	Kenergy Corp. 6402 Old Corydon Road Henderson, Kentucky 42420 Facsimile: (270) 826-3999 Attn: President and CEO

17.7 Severability. If any clause, sentence, paragraph or part of this Agreement should for any reason be finally adjudged by any court of competent jurisdiction to be unenforceable or invalid, such judgment will not affect, impair or invalidate the remainder of this Agreement but will be confined in its operation to the clause, sentence, paragraph or any part thereof directly involved in the controversy in which the judgment is rendered, unless the loss or failure of such clause, sentence, paragraph or part of this Agreement materially adversely affects the benefit of the bargain to be received by either or both of the Parties, in which event the Parties shall promptly meet and use their good faith best efforts to renegotiate this Agreement in such a fashion as will restore the relative rights and benefits of both Parties or, absent such renegotiation, the Party that was so materially adversely affected will be entitled, in its discretion, to terminate this Agreement.

17.8 Survival. Each provision of this Agreement providing for payment for Electric Services and any other amounts due hereunder, distribution of patronage capital, assignment of the right to collect and enforce collection of amounts due, or related to remedies for default, damage claims, indemnification or payment of other liabilities will survive termination of this Agreement to the full extent necessary for their enforcement and the protection of the Party in whose favor they run.

17.9 Merger. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the matters addressed herein and supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement, except as otherwise provided in (a) Section 6.1 and Section 7.2.5 hereof, (b) Amendment to Wholesale Power Agreements, dated as of July 15, 1998, by and between Big Rivers and Green River Electric Corporation, or (c) Amendment to

Wholesale Power Agreements, dated as of July 15, 1998, by and between Big Rivers and Henderson Union Electric Cooperative Corp. The Parties agree and acknowledge that the agreements referred to in clauses (b) and (c) shall survive following the effectiveness of this Agreement. The Parties acknowledge that Big Rivers and Century disagree, notwithstanding the Unwind Transaction, as to the obligation of Big Rivers, in the absence of a new or amended contract, to serve Kenergy for the benefit of Century when the Existing Century Agreement terminates or when this Agreement terminates.

17.10 Further Assurances. The Parties shall execute such additional documents including a consent to assignment, legal opinions, estoppel letters or similar documents, and shall cause such additional actions to be taken as may be required or, in the judgment of any Party, be necessary or desirable, to effect or evidence the provisions of this Agreement and the transactions contemplated hereby.

17.11 Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute but one and the same instrument and each counterpart will have the same force and effect as if they were one original.

17.12 Third-Party Beneficiaries. Nothing in this Agreement may be construed to create any duty to, or standard or care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement other than Century.

17.13 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

17.14 No Agency. This Agreement is not intended, and may not be construed to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party will have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or to be an agent or representative of, or otherwise bind, the other Party.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

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

KENERGY CORP.

By: _____
Name: Sanford Novick
Title: President and CEO

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: _____
Name:
Title:

KENERGY CORP.

By: Sanford Novick
Name: Sanford Novick
Title: President and CEO

SCHEDULE 4.11(c)
REFERENCE ANNUAL FUEL COSTS PER MWH

<u>Year</u>	<u>Fuel Cost per MWH Sales*</u>
2008	15.68
2009	16.44
2010	16.74
2011	17.23
2012	17.65
2013	18.25
2014	17.82
2015	18.37
2016	18.38
2017	18.74
2018	18.43
2019	19.18
2020	19.04
2021	19.90
2022	19.23
2023	19.74

* Includes cost of Startups

SCHEDULE 6.2.2
LISTING OF OBLIGATIONS TERMINATED PURSUANT TO THE UNWIND
TRANSACTIONS

RETAIL OBLIGATIONS AND AMENDMENTS

1. Agreement for Electric Service, dated July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
2. Agreement for Electric Service, dated July 15, 1998, between Green River Electric Corporation and Southwire Company
3. Amendment No. 1 to Agreement for Electric Service, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
4. Amendment No. 1 to Agreement for Electric Service, dated as of July 15, 1998, between Green River Electric Corporation and Southwire Company
5. Amendment No. 2 to Agreement for Electric Service, dated as of November 30, 2000, between Kenergy Corp. and Alcan Aluminum Corporation
6. Amendment No. 2 to Agreement for Electric Service, dated as of November 30, 2000, between Kenergy Corp. and Southwire Company

WHOLESALE OBLIGATIONS AND AMENDMENTS

7. Agreement for Electric Service, dated as of July 15, 1998, between Green River Electric Corporation and LG&E Energy Marketing Inc.
8. Agreement for Electric Service, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and LG&E Energy Marketing Inc.
9. Amendment to Wholesale Power Agreements Dated October 12, 1974 and June 11, 1962 Between Big Rivers Electric Corporation and Kenergy Corp., dated as of November 30, 2000, between Big Rivers Electric Corporation and Kenergy Corp.
10. Amendment to Wholesale Power Agreements Dated February 16, 1988 and June 11, 1962 Between Big Rivers Electric Corporation and Kenergy Corp., dated as of November 30, 2000, between Big Rivers Electric Corporation and Kenergy Corp.
11. Agreement of Big Rivers Electric Corporation with Respect to Future Policies and Procedures Regarding Big Rivers' Transmission System (sometimes referred to as the "Wholesale ISO Agreement"), dated as of July 15, 1998, between Big Rivers Electric Corporation, Green River Electric Corporation, Henderson Union Electric Cooperative Corp., Jackson Purchase Electric Cooperative Corporation, and Meade County Rural Electric Cooperative

CERTAIN REORGANIZATION DOCUMENTS

12. Letter Regarding Schedule 5.4(a)(1) Provisions Regarding Restitution Amounts, dated July 2, 1998, from Geo. F. Hobday, Jr. on behalf of Big Rivers, sent to Frank N. King, W. David Denton, David C. Brown, Michael Kurtz, Allison Wade, and Charles Ritz
13. Letter Regarding Restitution Payments, dated July 13, 1998, from Michael Kurtz sent to James M. Miller and Geoff Hobday
14. Letter Regarding Restitution Payments, dated July 14, 1998, from Michael Core, on behalf of Big Rivers, sent to Allan Eyre and John Henderson
15. Letter Regarding Restitution Payments, dated July 15, 1998, from Allan B. Eyre, on behalf of Alcan, and John Henderson, on behalf of NSA and Southwire, sent to Michael Core

SECURITY AND LOCKBOX AGREEMENTS

16. Security and Lockbox Agreement, dated as of July 15, 1998, among PNC Bank, N.A., LG&E Energy Marketing Inc., Kenergy (as successor to Henderson Union), Alcan Corporation (as successor to Alcan Aluminum Corporation) and Alcan Primary Products Corporation (as successor to Alcan Corporation)
17. Security and Lockbox Agreement, dated as of July 15, 1998, by and among LG&E Marketing Inc., Green River Electric Corporation, and Southwire Company

LOAD MANAGEMENT AGREEMENTS

18. Load Management Agreement for Electric Power Supply, dated as of July 15, 1998, among LG&E Energy Marketing Inc., Alcan Corporation (as successor to Alcan Aluminum Corporation) and Alcan Primary Products Corporation (as successor to Alcan Corporation)
19. Load Management Agreement for Electric Power Supply, dated as of July 15, 1998, among LG&E Energy Marketing Inc., Southwire Company, Century Aluminum Company (as successor to Southwire Company), Century Aluminum of Kentucky LLC (as successor to Century Aluminum Company), Hancock Aluminum LLC (as successor to Century Aluminum of Kentucky LLC), and Century Aluminum of Kentucky General Partnership (as successor to Hancock Aluminum LLC and NSA, Ltd.)

ASSURANCES AND GUARANTIES

20. Assurances Agreement, dated July 15, 1998, between LG&E Energy Marketing Inc. and Alcan Aluminum Corporation, with Related Guaranty, dated July 15, 1998, executed by LG&E Energy Corp. in favor of Alcan Aluminum Corporation

21. Assurances Agreement, dated July 15, 1998, between LG&E Energy Marketing Inc. and Southwire Company, with Related Guaranty, dated July 15, 1998, executed by LG&E Energy Corp. in favor of Southwire Company
22. Assurances Agreement, dated as of November 30, 2006, between Century Aluminum of Kentucky General Partnership and Big Rivers Electric Corporation
23. First Amendment to Assurances Agreement Dated as of November, 30, 2006, dated as of November __, 2007, by and between Century Aluminum of Kentucky General Partnership and Big Rivers Electric Corporation
24. Guaranty, dated August 1, 2003, from Alcan Corporation to and in favor of the E.ON Parties
25. Guaranty, dated July 15, 1998, of E.ON (as successor to LG&E Energy Corp.) to and in favor of Kenergy (as successor to Henderson Union)
26. Guaranty, dated July 15, 1998, by E.ON (as successor to LG&E Energy Corp.) to and in favor of Kenergy (as successor to Green River Electric Corporation)

INDEMNIFICATION AGREEMENTS

27. Indemnification and Assignment Agreement, dated July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
28. Indemnification and Assignment Agreement, dated July 15, 1998, between Green River Electric Corporation and Southwire Company

TIER 3 CONTRACTS AND RELATED DOCUMENTS

29. Agreement for Tier 3 Electric Service (2001-2002), dated as of July 15, 1998, between Green River Electric Company and LG&E Energy Marketing, Inc., with Southwire Company as a third-party beneficiary
30. Agreement for Tier 3 Electric Service (2001-2005), dated as of July 15, 1998, between Green River Electric Company and LG&E Energy Marketing, Inc., with Southwire Company as a third-party beneficiary
31. Agreement for Interruptible Tier 3 Energy, dated as of July 25, 2002, between Kenergy Corp. and Big Rivers Electric Corporation
32. Agreement for Interruptible Tier 3 Energy, dated as of November 5, 2002, between Kenergy Corp. and Big Rivers Electric Corporation
33. Agreement for Interruptible Tier 3 Energy, dated as of September 15, 2003, between Kenergy Corp. and Big Rivers Electric Corporation

34. Agreement for Interruptible Tier 3 Energy, dated as of November 30, 2006, between Kenergy Corp. and Big Rivers Electric Corporation
35. Agreement for Tier 3 Energy (Century), dated as of November 29, 2007, between Kenergy Corp. and Big Rivers Electric Corporation
36. Agreement for Tier 3 Energy (Alcan), dated as of November 29, 2007, between Kenergy Corp. and Big Rivers Electric Corporation
37. Consent to the Agreement for Tier 3 Energy (Alcan), dated November 29, 2007, by Alcan Primary Products Corporation
38. Consent to the Agreement for Tier 3 Energy (Century), dated November 29, 2007, by Century Aluminum of Kentucky General Partnership
39. All other agreements related to the provision of Tier 3 service by or among Big Rivers, Kenergy, the Smelters or any LG&E parties

OTHER AGREEMENTS

40. Assumption and Consent Agreement, dated as of August 1, 2003, among Alcan Primary Products Corporation, WKE Station Two Inc., LG&E Energy Marketing Inc., Western Kentucky Energy Corp. and Kenergy
41. Undertaking of Alcan Corporation, dated August 1, 2003, from Alcan to and in favor of LG&E Energy Marketing Inc., and the Undertaking of Alcan Aluminum Corporation, dated July 15, 1998, in favor of Henderson Union Electric Cooperative Corporation and LG&E Energy Marketing Inc.
42. Special Assignment Agreement, dated as of March 26, 2001, among LG&E Marketing Inc., Southwire Company, Century Aluminum of Kentucky LLC and Century Aluminum Company
43. Consent and Agreement, dated December 23, 2005, among Century Aluminum of Kentucky LLC, Century Aluminum Company, Hancock Aluminum LLC, NSA, Ltd., Century Aluminum of Kentucky General Partnership, Metalsco, Ltd., Skyliner, Inc., Century Kentucky, Inc. and LG&E Energy Marketing Inc.
44. Agreement with Respect to Procedures Regarding Big Rivers' Transmission System, dated as of July 15, 1998, between Green River Electric Corporation and Southwire Company
45. Agreement with Respect to Procedures Regarding Big Rivers' Transmission System, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
46. Joint Use Agreement, dated as of February 8, 2000, between Western Kentucky Energy Corp. and Big Rivers Electric Corporation

SCHEDULE 6.2.3
LISTING OF CERTAIN DULY AUTHORIZED AND EXECUTED AGREEMENTS

RETAIL AGREEMENTS

1. Retail Electric Service Agreement by and between Kenergy Corp. and Alcan Primary Products Corporation
2. Retail Electric Service Agreement by and between Kenergy Corp. and Century Aluminum General Partnership

WHOLESALE AGREEMENTS

3. Wholesale Electric Service Agreement (Alcan) by and between Big Rivers Electric Corporation and Kenergy Corp.
4. Wholesale Electric Service Agreement (Century) by and between Big Rivers Electric Corporation and Kenergy Corp.

COORDINATION AGREEMENTS

5. Coordination Agreement by and between Big Rivers Electric Corporation and Alcan Primary Products Corporation
6. Coordination Agreement by and between Big Rivers Electric Corporation and Century Aluminum of Kentucky General Partnership

LOCKBOX AGREEMENTS

7. Security and Lockbox Agreement (Alcan) by and among Old National Bank, Big Rivers Electric Corporation, Kenergy Corp., and Alcan Primary Products Corporation
8. Security and Lockbox Agreement (Century) by and among Old National Bank, Big Rivers Electric Corporation, Kenergy Corp., and Century Aluminum of Kentucky General Partnership

GUARANTEES

9. Parent Guarantee by Alcan Corporation in favor of Kenergy Corp., and Big Rivers Electric Corporation
10. Parent Guarantee by Century Aluminum Company in favor of Kenergy Corp., and Big Rivers Electric Corporation

APPENDIX A
Non-FAC Purchased Power Adjustment Factor

- A. Base Monthly Energy Sales to the smelters are subject to a Non-FAC Purchased Power Adjustment (PPA) to recover purchased power costs that the smelters have agreed to pay and are not otherwise included in Big Rivers' Fuel Adjustment Clause (FAC).
- B. Definitions

Definitions have the meanings given to them in the Agreement except as provided below:

“Account” is the specified numbered account as set forth in the Uniform System of Accounts – Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

“SEPA” is the Southeastern Power Administration, an agency of the U.S. Department of Energy, or any successor agency.

“Wholesale Smelter Agreements” are the Alcan Wholesale Agreement and the Century Wholesale Agreement.

- C. Determination of the PPA

- (1) The monthly amount computed for all wholesale sales to which this PPA is applicable shall be increased or decreased at a rate per kWh in accordance with the following formula:

$$PPA = PP(m)/S(m) - PP(b)/S(b)$$

Where PPA is the PPA Factor for the month; PP(m) is the current Purchased Power Cost for the month; S(m) is the current applicable sales; PP(b) is the Purchased Power Cost for the base period; and S(b) is the sales in the base period. For the initial base period, PP(b)/S(b) (the “Purchased Power Base”) is \$0.00175.

- (2) Purchased Power Costs (PP) shall be the sum of:
 - (a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, and 555.152 regarding Big Rivers' cost share of HMP&L's Station Two) including transmission and related costs that are expensed to Account 565;
 - (b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; and

- (c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

Less:

- (c) The total cost of power purchased directly associated with sales (including related system energy losses) by Big Rivers either to non-Member purchasers of power or to Kenergy under either Wholesale Smelter Agreement for resale to either Smelter as energy products other than Base Monthly Energy, assuming SEPA power followed by the lowest cost power, whether generated or purchased, shall be allocated to Applicable Sales.
- (3) Applicable Sales (S) shall be all kilowatt-hours sold at wholesale by Big Rivers (a) to its Members under all electric rate schedules, including the Large Industrial Rate, for resale to Kentucky ratepayers (other than the Smelters), and (b) to Kenergy as Base Monthly Energy as defined in each of the Wholesale Smelter Agreements.
 - (4) The current month (m) shall be the second month preceding the month in which the PPA Factor is billed.

APPENDIX B

Proposed Big Rivers Bylaw Provisions

Section 1. Operation on a Cooperative Basis. The cooperative shall at all times be operated on a non-profit, cooperative basis for the mutual benefit of its patrons. As used in these Bylaws, “patron” shall include members and non-members alike, who have expressly contracted in writing to do all or a portion of their business with the cooperative on a patronage basis on the terms contained in these Bylaws. No interest or dividends shall be paid or payable by the cooperative on any capital furnished by its patrons.

Section 2. Patronage Net Earnings. (a) The patronage net earnings of the cooperative (1) attributable to that portion of the year during which the closing of the Unwind Transaction occurs (the “Unwind Year”) that commences on January 1 of such year and ends on the last day of the month preceding the month in which the closing of the Unwind Transaction occurs (the “Initial Unwind Period”) and (2) attributable to 2008 (if the Unwind Year shall not be 2008) and all subsequent years preceding the Unwind Year shall be determined and allocated to the patrons in accordance with the bylaws as in effect on January 1, 2008. The patronage net earnings of the cooperative attributable to that portion of the Unwind Year that commences on first day of the month in which the closing of the Unwind Transaction occurs and ends on December 31 of such year (the “Subsequent Unwind Period”) (and all subsequent years) shall be determined and allocated to the patrons in accordance with the bylaws currently in effect. The patronage net earnings attributable to each of the Initial Unwind Period and the Subsequent Unwind Period will be determined by closing the books of the cooperative as of the last day of the Initial Unwind Period and by treating each of the Initial Unwind Period and the Subsequent Unwind Period as a short period taxable year; provided, that, the patronage net earnings of the cooperative attributable to the Unwind Transaction will be allocated solely as provided in clause (c)(2) below.

(b) The taxable income or loss of the cooperative from business done with or for its patrons on a cooperative basis, as computed for U.S. federal income tax purposes for purposes of calculating regular taxable income tax and alternative minimum taxable income, prior to taking into account any deduction for patronage dividends but after offset (if applicable) by any available tax loss carryforward amounts attributable to a deficit in patronage earnings from prior taxable years (“patronage net earnings”) shall, if positive, be allocated in an amount no less than the greater of such patronage net earnings as computed for regular income tax purposes and such patronage net earnings as computed for alternative minimum tax purposes to the patrons of the cooperative in the manner detailed in clause (c) below and, if negative, be treated in the manner detailed in clause (d) below.

(c)(1) As of the end of each taxable year, the amount of the patronage net earnings of the cooperative (except as provided in clauses (c)(2) and (c)(3) below relating to the Unwind Transaction and Extraordinary Transactions) shall be allocated to the patrons of the cooperative based on the ratio of the patronage net book earnings attributable to each such patron for the year over the patronage net book earnings attributable to all of the patrons for that year provided, however, that for the Subsequent Unwind Period, the allocation shall be made based on the ratio

of the patronage net book earnings attributable to each such patron for the Subsequent Unwind Period over the patronage net book earnings attributable to all of the patrons for the Subsequent Unwind Period. For this purpose, the patronage net book earnings attributable to each patron with respect to any year shall be $M_{Rural} + M_{LargeIndustrial} + M_{Smelters}$, where

M_{Rural} = the greater of zero or $((R_{Rural} - A) * K_{Rural})$

$M_{LargeIndustrial}$ = the greater of zero or $((R_{LargeIndustrial} - A) * K_{LargeIndustrial})$;

$M_{Smelters}$ = the greater of zero or $((R_{Smelters} - A) * K_{Smelters})$.

For purposes of the foregoing:

R_{Rural} = the cooperative's system-average revenue per kWh for that year from sales to the applicable patron for resale to rural consumers (as determined pursuant to GAAP);

$R_{LargeIndustrial}$ = the cooperative's system-average revenue per kWh for that year from sales to the applicable patron for resale to large industrial consumers (as determined pursuant to GAAP);

$R_{Smelters}$ = the cooperative's system-average revenue per kWh for that year from sales to the applicable patron for resale to smelter consumers (as determined pursuant to GAAP);

A = the cooperative's system-average cost per kWh for that year (based on the Total Cost of Electric Service, as set forth in the cooperative's RUS Form 12a for the year, and the Sales of Electricity (Grand Total), as set forth in the cooperative's RUS Form 12b for the year, and, hence, determined pursuant to GAAP);

K_{Rural} = the number of kWh purchased by the applicable patron during that year for resale to rural consumers;

$K_{LargeIndustrial}$ = the number of kWh purchased by the applicable patron during that year for resale to large industrial consumers;

$K_{Smelters}$ = the number of kWh purchased by the applicable patron during that year for resale to smelter consumers (if any).

Notwithstanding the foregoing, if the patronage net book earnings attributable to all of the patrons is negative for any year, the allocation of the patronage net earnings for that year shall instead be based on the ratio of (i) the cumulative patronage net earnings of the cooperative allocated to each of the patrons in all prior years subsequent to 1998, which is the year in which Big Rivers' bankruptcy reorganization closed, to (ii) the cumulative patronage net earnings allocated to all of the patrons during such years.

(2) The patronage net earnings of the cooperative attributable to the Unwind Transaction will be allocated amongst the patrons of the cooperative based on the ratio of the historic patronage allocations made to each of the patrons to the historic patronage allocations made to all of the patrons with respect to the period commencing with January 1, 1999, which is the year subsequent to the year in which Big Rivers' bankruptcy reorganization closed, and terminating on the last day of the month preceding the month in which the closing of the Unwind Transaction occurs.

(3) In the event that an Extraordinary Transaction occurs as the result of the sale of generation or transmission assets, the patronage net earnings of the cooperative attributable to such sale of assets (but not in excess of the patronage net earnings for the year of such sale) will be allocated among the patrons of the cooperative based on the ratio of the historic patronage

allocations made to each of the patrons (other than allocations made pursuant to (i) the 2000 Patronage Capital Allocation, (ii) the Unwind Transaction, and (iii) this Section 2(c)(3)) to the historic patronage allocations made to all of the patrons (other than allocations made pursuant to (i) the 2000 Patronage Capital Allocation, (ii) the Unwind Transaction, and (iii) this Section 2(c)(3)) for the period commencing on the first day of the year during which depreciation allowances were first allowed for federal income tax purposes with respect to the assets sold and terminating on the last day of the year during which such assets were sold. In the event that an Extraordinary Transaction occurs other than as the result of the sale of generation or transmission assets, the patronage net earnings of the cooperative attributable to such Extraordinary Transaction (but not in excess of the patronage net earnings for the year of such Extraordinary Transaction) will be allocated among the patrons of the cooperative based on the ratio of the historic patronage allocations made to each of the patrons (other than allocations made pursuant to (i) the 2000 Patronage Capital Allocation, (ii) the Unwind Transaction, and (iii) this Section 2(c)(3)) to the historic patronage allocations made to all of the patrons (other than allocations made pursuant to (i) the 2000 Patronage Capital Allocation, (ii) the Unwind Transaction, and (iii) this Section 2(c)(3)) for the period that most equitably relates to the income or gain arising from the Extraordinary Transaction, taking into account all relevant facts and circumstances.

(d) If the patronage net earnings of the cooperative for any taxable year is negative, the deficit shall be carried forward and applied as an offset against future positive patronage net earnings (in accordance with clause (b) above).

(e) If patronage net earnings of the cooperative shall be adjusted (by the IRS on audit or otherwise) for any year, the amount of patronage net earnings allocated to each patron pursuant to this Section 2 for that year shall be automatically adjusted in accordance with this Section 2 to reflect the recomputed patronage net earnings, with each member being notified within a reasonable time thereafter of the amount of the adjustment allocated to the patron's capital account.

Section 3. Nonpatronage Net Earnings. The taxable income or loss of the cooperative from business not done with or for its patrons on a cooperative basis for any taxable year, as computed for U.S. federal income tax purposes (“nonpatronage net earnings”), after offset (if applicable) by any available tax loss carryforward amounts attributable to a deficit in nonpatronage net earnings from prior taxable years, shall, if positive, be retained by the cooperative as a permanent source of equity and, if negative, shall be carried forward to be applied as an offset against future positive nonpatronage net earnings. If the nonpatronage net earnings of the cooperative shall be adjusted (by the IRS on audit or otherwise) for any year, the calculations made pursuant to this Section 3 for that year shall be automatically adjusted in accordance with this Section 3 to reflect the recomputed nonpatronage net earnings.

Section 4. Record-Keeping. The membership fee paid and the amount of patronage net earnings allocated to each patron shall be credited to a capital account maintained for such patron, with the books and records of the cooperative being set up and kept in such manner that, at the end of each taxable year, the amount of capital allocated and credited to each patron is clearly reflected in an appropriate record to the capital account of each patron (with the cooperative notifying each patron within a reasonable time after the close of the taxable year

notify the amount of the patronage net earnings allocated to the patron's account with respect to such taxable year). All such amounts allocated to the capital account of any patron in accordance with this Article VIII shall be in pursuance of a legal obligation to do so. The capital account of each patron shall be assignable only on the books of the cooperative pursuant to written instructions from the assignor and only to successors in interest or successors in occupancy of all or a part of such patron's premises served by the cooperative unless the board of directors, acting under policies of general application, shall otherwise determine.

Section 5. Retirement of Patronage Capital. If, at any time prior to the liquidation of the cooperative, the board of directors shall determine that the financial condition of the cooperative will not be impaired thereby, the patrons' capital accounts may be retired in full or in part (except that no distribution shall be made that would result in a violation of any financial covenant of the cooperative). Generally, such retirements of capital shall be made in order of priority according to the year in which the patronage net earnings were allocated. Notwithstanding the foregoing, however, the board of directors shall have the discretion to determine the method of allocation, basis and order of priority of repayment for all amounts furnished as patronage capital.

Upon the liquidation of the cooperative, the assets of the cooperative shall be distributed in the following order: (i) all debts and obligations of the cooperative shall be paid in accordance with lawful priorities; (ii) each patron's capital account balance shall be paid without priority on a pro rata basis until all such capital accounts (as determined subsequent to adjusting such accounts by allocations of patronage net earnings for the year of liquidation) have been reduced to zero and (iii) any remaining assets of the cooperative shall be paid to the current and former patrons of the cooperative based upon the amount of their historic patronage with the cooperative measured by kilowatt-hours purchased from Big Rivers over the life of the cooperative. The life of the cooperative is defined to begin at the date Big Rivers was formed in 1961 and to continue uninterrupted through Big Rivers' bankruptcy reorganization to the date of liquidation.

Section 6. Definitions. For purposes of this Article VIII, the "Unwind Transaction" shall mean the transactions contemplated by that certain Transaction Termination Agreement dated as of March 26, 2007 to which the cooperative is a party, and an "Extraordinary Transaction" shall mean any transaction or event occurring after the completion of the Unwind Transaction and other than in the ordinary course of the business of the cooperative (including without limitation a sale of generation or transmission assets) where the patronage net earnings from such transaction or event are in excess of \$30 million.

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Potline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)	
					Interruptible Energy 20 MW (10 MW per Smelter) for 75% of Hours in Year	Buy-Through Energy 20 MW (10 MW per Smelter) for 75% of Hours in Year	Market Energy 40 MW for 75% of Hours in Year/ 10 MW Resold	4.4.1 (a) and (b) 20 MW (10 MW per Smelter) for 75% of Hours in Year	4.4.1 (c) 40 MW for 75% of Hours in Year						
		850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	
1	1.1.16 - Base Demand (MW) (a)	Contract	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	
2	1.1.18 - Base Fixed Energy (TWh) (b)	Contract	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	
3															
4	Energy Balance (Annual TWh)														
5	Assumed Load Factor	Assumption	98%	96%	100%	100%	100%	102%	100%	102%	88%	49%	85%	94%	
6	Metered Energy	Assumption	7.297	7.148	7.446	7.428	7.428	7.560	7.428	7.560	6.567	3.649	6.310	7.012	
7	2.3.2 - Supplemental Energy														
8	2.3.2(a) Interruptible Energy	Assumption				0.131									
9	2.3.2(b) Buy-Through Energy	Assumption					0.131								
10	2.3.2(c) Market Energy							0.197							
11	Consumed	Assumption						0.066							
12	Sold	Assumption													
13	1.1.13 - Backup Energy							0.131	0.131						
14	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption							0.131						
15	4.4.1(c) - Excess	Assumption													
16	1.1.15 - Base Curtailed Energy												0.285		
17	4.13.2 - Curtailment of Purchased Power	Assumption												0.010	
18	4.13.3 - Economic Sales	Assumption (Max. Under Contract)								0.730					
19	10.1 - Surplus Sales	Assumption									3.649				
20	10.2 - Undeliverable Energy Sales	Assumption										0.987			
21	10.3 - Potline Reduction Sales	Assumption (Approx. Max.)											0.987		
22	1.1.18 / 19 - Base Hourly/ Monthly Energy	line 6 + 17 + 18 + 19 + 20 + 21	7.297	7.148	7.446	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	
23	1.1.22 - Base Variable Energy	line 22 - line 2	-	(0.149)	0.149	-	-	-	-	-	-	-	-	-	
24															
25	Key Rates														
26	Market Energy Price	Assumption *	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	121.89	
27	4.3 - Supplemental Energy **					60.94									
28	4.3.1 - Interruptible Energy Rate	Assumption					60.94								
29	4.3.2 - Buy-Through Energy Rate	Assumption						60.94							
30	4.3.3 - Market Energy Rate	Assumption							60.94						
31	4.4 - Backup Energy Rate	Assumption							60.94	60.94					
32	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption								250.00					
33	4.4.1(c) - Excess	Contract											60.94		
34	1.1.72 - Market Reference Rate	Assumption													
35	1.1.21 - Base Rate	See Supporting Sched.	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	
36	1.1.23 - Base Variable Rate	See Supporting Sched.	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	
37	1.1.52 - FAC Factor	Tariff	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	
38	1.1.43 - Environmental Surcharge Factor	Tariff	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	
39	1.1.84 - Non-FAC Purchased Power Adjustment Factor	Contract (Appendix A)	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	
40	4.11.4 - Surcharges:														
41	4.11 (a)	See contract charges below													
42	4.11 (b)	Contract	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	
43	4.11 (c)	See Supporting Sched.	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	
44	* Placeholder value intended to represent costs of energy plus appropriate inclusion or exclusion of transmission services charges or any other charges or other expenses, per the Retail Service Agreement (see also Net Proceeds, below).														
45	** Assumed priced at cost, for illustration														

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Potline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)					
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh
46	Charges (\$M)													
47	4.2 Base Energy Charge	(2 x 35) + (23 x 36)	205.4	203.6	207.3	205.4	205.4	205.4	205.4	205.4	205.4	205.4	205.4	205.4
48	4.3 Supplemental Energy Charge													
49	4.3.1 Interruptible Energy	8 x 28	-	-	-	8.0	-	-	-	-	-	-	-	-
50	4.3.2 Buy-Through Energy	9 x 29	-	-	-	-	8.0	-	-	-	-	-	-	-
51	4.3.3 Market Energy	10 x 30	-	-	-	-	-	16.0	-	-	-	-	-	-
52	4.4 Back-up Energy Charge													
53	4.4.1(a) and (b) (within 10MW per Smelter)	14 x 32	-	-	-	-	-	8.0	8.0	-	-	-	-	-
54	4.4.1(c) - Excess	15 x 33	-	-	-	-	-	-	32.9	-	-	-	-	-
55	4.5 Transmission Services Charge	Contract												
56	4.6 Excess Reactive Demand Charge	Contract												
57	4.7 TIER Adjustment Charge	See Supporting Sched. †	-	-	-	-	-	-	-	-	-	-	-	-
58	4.8 Adjustable Charges													
59	4.8.1 FAC Charge	22 x 37	81.9	80.2	83.5	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9
60	4.8.2 Non-FAC Purchased Power Adjustment Charge	22 x 39	0.5	0.5	0.6	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
61	4.8.3 Environmental Surcharge	22 x 38	15.96	15.63	16.28	15.96	15.96	15.96	15.96	15.96	15.96	15.96	15.96	15.96
62	4.9 Rebate	See Supporting Schedules	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(7.1)	(0.7)	(0.7)	(0.7)	(0.9)
63	4.10 Equity Development Credit	Contract												
64	4.11 Surcharge													
65	4.11 (a)	Contract	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1
66	4.11 (b)	2 x 42	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4
67	4.11 (c)	2 x 43	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4
67A	4.11 (d)	-\$200,000 x 12	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)
68	4.12 Retail Fee	Contract	-	-	-	-	-	-	-	-	-	-	-	-
69														
70	Total Charges		314.6	310.7	318.4	322.6	322.6	330.6	322.6	338.6	308.2	314.6	314.6	314.4
71														
72	Credits (\$M)													
73	Net Proceeds	(12+18+19+20)x25 - (tax + admn. cost) * / Resale of Market Energy						4.0		39.9	199.3	53.9		1.1
74	Avoidable Base Charge	See Supporting Schedules								30.4				
75														
76	4.13													
77	4.13.1 Surplus, Undeliverable Energy, and Potline Reduction Sales													
78	Surplus Sales	Min. of 73 and 74								30.4				
79	Undeliverable Energy, and Potline Reduction Sales	line 73									199.3	53.9		
80	4.13.2 Curtailment for Purchased Power	17 x 34											17.4	
81	4.13.3 Economic Sales	line 73 x 75%												0.8
82	4.13.4 Market Energy Sales	line 73						4.0						
83														
84	Total Credits	78 + 79 + 80 + 81 + 82						4.0		30.4	199.3	53.9	17.4	0.8
85	Net Charges	line 70 - line 84	314.6	310.7	318.4	322.6	322.6	326.6	322.6	338.6	277.8	115.3	260.6	297.2
86	Net Charges per MWh Metered													
87	* Simplified calculation; in practice would include estimated Big Rivers tax liability (as applicable per sections 1.1.79, 10.1.4, 10.2.3, 10.3.7, and 13.3). Administrative fees are modeled per section 4.13.1.													
88														

**Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009**

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Poliline Reduction Sales (10.3)	Curtailement for Purchased Power (4.13.2)	Economic Sales (4.13.3)
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)					
89	Supporting Schedules													
90														
91	1.1.21 Smelter Base Rate													
92	Large Industrial Rate													
93	Load Factor (%)	Member Load Forecast	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%
94	Energy (\$/ MWh)	Tariff	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72
95	Demand (\$/ KW-mo.)	Tariff	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15
96	Blend		31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39
97	MDA (\$/ MWh)	(Tariff)	-	-	-	-	-	-	-	-	-	-	-	-
98	Net Rate (\$/ MWh)		31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39
99	Large Industrial Rate @ 98% LF	Contract	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90
100	Plus Margin	Contract	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
101	Smelter Base Rate		28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15
102														
103	1.1.23 Base Variable Rate													
104	FAC Base	Tariff	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72
105	Environmental Surcharge base	Tariff	-	-	-	-	-	-	-	-	-	-	-	-
106	Purchased Power Base	Tariff	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
107	Total		12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47
108														
109	4.11 (c) Surcharge													
110	Reference Fuel Expense (\$/ MWh)	Contract	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44
111	Actual Fuel Expense (\$/ MWh)	Assumption	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94
112	Min. of i) Actual Less Reference and ii) \$0.60 (not less than zero)		0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
113														
114	1.1.12 Avoidable Base Charge													
115	1.1.11(a)													
116	(i) Base Rate plus Adjustable Charge Rates	35 + 37 + 38 + 39								41.63				
117	(ii) Base Fixed Energy made available whether or not sold	line 19								0.73				
118	\$M	line 116 x line 117								30.38				
119	Plus													
120	1.1.11(b)													
121	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39								25.95				
122	(ii) Base Variable Energy made available whether or not sold	line 23								-				
123	\$M	line 121 x line 122								-				
124	Less													
125	1.1.11(c)													
126	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39								25.95				
127	(ii) Base Fixed or Variable Energy neither Metered nor Sold									-				
128	\$M	line 126 x line 127								-				
129	Net	line 118 + line 123 - line 128								30.38				
130														

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Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Pollution Reduction Sales (10.3)	Curtailement for Purchased Power (4.13.2)	Economic Sales (4.13.3)	
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)						
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh	
131	4.7 TIER Adjustment Charge														
132	4.7.5 TIER Adjustment														
133	System Revenues Before TIER Adjustment														
134	Base Case	Financial Model	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	
135	Increment from Base Case (Accounts for Both Smelters):														
136	Base Energy Charge	22 x 36		(1.9)	1.9	-	-	-							
137	FAC/ ES/ PPA Charges	23 x (37 + 38+ 39)		(2.0)	2.0	-	-	-							
138	Supplemental Energy	49 + 50 + 51				8.0	8.0	16.0							
139	Backup Energy	53 + 54							8.0	40.9					
140	Net Proceeds	line 73						4.0		39.9	199.3	53.9		1.1	
141	Less: Credits	line 84						(4.0)		(30.4)	(199.3)	(53.9)	(17.4)	(0.8)	
142	Total Increment from Base Case	136 + 137 + 138 + 139 + 140 + 141	-	(3.9)	3.9	8.0	8.0	16.0	8.0	40.9	9.5	-	(17.4)	0.3	
143	Total Revenues	line 134 - line 142	579.4	575.5	583.3	587.4	587.4	595.4	587.4	620.3	588.9	579.4	579.4	562.0	579.7
144	System Expenses Before TIER Adjustment														
145	Base Case - Gross	Financial Model	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	
146	Net Debit to Power Purchases reflected in Regulatory Account	Financial Model	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	
147	Base Case - Net	Financial Model	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	
148	Increment from Base Case														
149	Variable Costs *	23 x (36 + 37+ 38+ 39)		(3.9)	3.9	-	-	-							
150	Power Purchases	138 + 139				8.0	8.0	16.0	8.0	16.0	-	-	(17.4)	-	
151	Interest (net of capitalization)														
152	Other														
153	Total Increment from Base Case	149 + 150 + 151 + 152	-	(3.9)	3.9	8.0	8.0	16.0	8.0	16.0	-	-	(17.4)	-	
154	Total Expenses	line 147 + line 153	564.1	560.3	568.0	572.1	572.1	580.1	572.1	580.1	564.1	564.1	564.1	546.8	564.1
155	Net Margin Before TIER Adjustment	line 143 - line 154	15.3	15.3	15.3	15.3	15.3	15.3	15.3	40.1	24.8	15.3	15.3	15.5	
156	Interest Charges Plus Net Margin	line 155 + line 158	68.8	68.8	68.8	68.8	68.8	68.8	68.8	93.7	78.3	68.8	68.8	69.1	
157	Interest Charges:														
158	Base Case	Financial Model	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	
159	Increment from Base Case														
160	Total	line 158 - line 159	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	
161	Pre-Adjustment TIER	line 156/ line 160	1.285	1.285	1.285	1.285	1.285	1.285	1.285	1.749	1.462	1.285	1.285	1.285	
162	Incremental Revenue Needed to Achieve TIER = 1.24x	(1.24 - line 161) x line 160	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(27.3)	(11.9)	(2.4)	(2.4)	(2.7)	
163	Adjustments:														
164	4.7.5(f) No revenue from Economic/ Transition Reserves	Financial Model	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	
165	Other		-	-	-	-	-	-	-	-	-	-	-	-	
166	Total	line 164 + line 165	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	
167	TIER Adjustment	line 162 + line 166	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(25.9)	(10.5)	(1.0)	(1.0)	(1.3)	
168	TIER Adjustment Charge	Max. of line 167 and zero	-	-	-	-	-	-	-	-	-	-	-	-	
169															
170	4.9 Rebate														
171	Excess TIER Amount		(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(25.9)	(10.5)	(1.0)	(1.0)	(1.3)	
172	Rebate:														
173	Smelter MWh		68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	
174	Rebate		(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(17.5)	(7.1)	(0.7)	(0.7)	(0.9)	
175															
176	* Example assumes variable costs incurred at rate stipulated in 1.1.21, plus FAC, Environmental Surcharge, and PPA														
177															

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Potline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)					
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh
178	Quarterly TIER Adjustment Charge													
179		Base Case												
181	Revenues	579.4												
182	Expenses	564.1												
183	Net Margin Before TIER	15.3												
184	Interest + Margin	68.8												
185	Interest Charges	53.6												
186	Pre-Adjustment TIER	1.29												
187	Increment Needed for 1.24x	(2.4)												
188	Adjustments	1.4												
189	TIER Adjustment	(1.0)												
190	TIER Adjustment Charge													
191	1st Q	-												
192	2nd Q	-												
193	3rd Q	-												
194	4th Q	-												
195														
196	Illustrative Forecast Weightings (actual forecast methodologies to be determined)													
197	YTD													
198	Original Budget													
199														
200	YTD													
201	Revenues													
202	Expenses													
203	Net Margin Before TIER													
204	Interest + Margin													
205	Interest Charges													
206	Pre-Adjustment TIER													
207	Increment Needed for 1.24x													
208	Adjustments													
209	TIER Adjustment													
210														
211	Revised Full- Year Forecast													
212	Revenues													
213	Expenses													
214	Net Margin Before TIER													
215	Interest + Margin													
216	Interest Charges													
217	Pre-Adjustment TIER													
218	Increment Needed for 1.24x													
219	Adjustments													
220	TIER Adjustment													
221														

**Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009**

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
1	1.1.16 - Base Demand (MW) (a)	Contract	850.0	850.0	850.0	850.0	850.0	850.0	850.0				850.0
2	1.1.18 - Base Fixed Energy (TWh) (b)	Contract	7.297	1.824	1.824	1.824	1.824	1.824	7.297		4.7.4	4.9	7.297
3													
4	Energy Balance (Annual TWh)												
5	Assumed Load Factor	Assumption	98%	96%	100%	98%	98%						
6	Metered Energy	Assumption	7.297	1.787	1.862	1.824	1.824	1.824	7.297				7.297
7	2.3.2 - Supplemental Energy												
8	2.3.2(a) Interruptible Energy	Assumption											
9	2.3.2(b) Buy-Through Energy	Assumption											
10	2.3.2(c) Market Energy												
11	Consumed	Assumption											
12	Sold	Assumption											
13	1.1.13 - Backup Energy												
14	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption											
15	4.4.1(c) - Excess	Assumption											
16	1.1.15 - Base Curtailed Energy												
17	4.13.2 - Curtailment of Purchased Power	Assumption											
18	4.13.3 - Economic Sales	Assumption (Max. Under Contract)											
19	10.1 - Surplus Sales	Assumption											
20	10.2 - Undeliverable Energy Sales	Assumption											
21	10.3 - Potline Reduction Sales	Assumption (Approx. Max.)											
22	1.1.18 / 19 - Base Hourly/ Monthly Energy	line 6 + 17 + 18 + 19 + 20 + 21	7.297	1.787	1.862	1.824	1.824	1.824	7.297				7.297
23	1.1.22 - Base Variable Energy	line 22 - line 2	-	(0.037)	0.037	-	-	-	(0.000)				-
24													
25	Key Rates												
26	Market Energy Price	Assumption *	60.94	60.94	60.94	60.94	60.94	60.94	60.94				60.94
27	4.3 - Supplemental Energy **												
28	4.3.1 - interruptible Energy Rate	Assumption											
29	4.3.2 - Buy-Through Energy Rate	Assumption											
30	4.3.3 - Market Energy Rate	Assumption											
31	4.4 - Backup Energy Rate	Assumption											
32	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption											
33	4.4.1(c) - Excess	Contract											
34	1.1.72 - Market Reference Rate	Assumption											
35	1.1.21 - Base Rate	See Supporting Sched.	28.15	28.15	28.15	28.15	28.15	28.15	28.15				28.15
36	1.1.23 - Base Variable Rate	See Supporting Sched.	12.47	12.47	12.47	12.47	12.47	12.47	12.47				12.47
37	1.1.52 - FAC Factor	Tariff	11.22	11.22	11.22	11.22	11.22	11.22	11.22				11.22
38	1.1.43 - Environmental Surcharge Factor	Tariff	2.19	2.19	2.19	2.19	2.19	2.19	2.19				2.19
39	1.1.84 - Non-FAC Purchased Power Adjustment Factor	Contract (Appendix A)	0.08	0.08	0.08	0.08	0.08	0.08	0.08				0.08
40	4.11.4 - Surcharges:												
41	4.11 (a)	See contract charges below											
42	4.11 (b)	Contract	0.60	0.60	0.60	0.60	0.60	0.60	0.60				0.60
43	4.11 (c)	See Supporting Sched.	0.60	0.60	0.60	0.60	0.60	0.60	0.60				0.600
44	* Placeholder value intended to represent costs of energy plus appropriate inclusion or exclusion of transmission services ch.												
45	** Assumed priced at cost, for illustration												

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
46	Charges (\$M)												
47	4.2 Base Energy Charge	(2 x 35) + (23 x 36)	205.4	50.9	51.8		51.4		51.4	205.4			205.4
48	4.3 Supplemental Energy Charge												
49	4.3.1 Interruptible Energy	8 x 28	-	-	-		-		-				
50	4.3.2 Buy-Through Energy	9 x 29	-	-	-		-		-				
51	4.3.3 Market Energy	10 x 30	-	-	-		-		-				
52	4.4 Back-up Energy Charge												
53	4.4.1(a) and (b) (within 10MW per Smelter)	14 x 32	-	-	-		-		-				
54	4.4.1(c) - Excess	15 x 33	-	-	-		-		-				
55	4.5 Transmission Services Charge	Contract											
56	4.6 Excess Reactive Demand Charge	Contract											
57	4.7 TIER Adjustment Charge	See Supporting Sched.	-	-	2.0	2.0	3.5	5.5	-	5.5	13.1	(13.1)	-
58	4.8 Adjustable Charges												
59	4.8.1 FAC Charge	22 x 37	81.9	20.0	20.9		20.5		20.5	81.9			81.9
60	4.8.2 Non-FAC Purchased Power Adjustment Charge	22 x 39	0.5	0.1	0.1		0.1		0.1	0.5			0.5
61	4.8.3 Environmental Surcharge	22 x 38	15.96	3.91	4.07		3.99		3.99	15.96			15.96
62	4.9 Rebate	See Supporting Schedules	(0.7)	-	-		-		-	-		(0.7)	(0.7)
63	4.10 Equity Development Credit	Contract											
64	4.11 Surcharge												
65	4.11 (a)	Contract	5.1	1.3	1.3		1.3		1.3	5.1			5.1
66	4.11 (b)	2 x 42	4.4	1.1	1.1		1.1		1.1	4.4			4.4
67	4.11 (c)	2 x 43	4.4	1.1	1.1		1.1		1.1	4.4			4.4
67A	4.11 (d)	-\$200,000 x 12	(2.4)	(0.6)	(0.6)		(0.6)		(0.6)	(2.4)			(2.4)
68	4.12 Retail Fee	Contract	-	-	-		-		-	-			-
69													
70	Total Charges		314.6	77.8	81.8		84.3		84.3	328.3	(13.1)	(0.7)	314.6
71													
72	Credits (\$M)												
73	Net Proceeds	(12+18+19+20)x25 - (tax + admn. cost) * / Resale of Market Energy											
74	Avoidable Base Charge	See Supporting Schedules											
75													
76	4.13												
77	4.13.1 Surplus, Undeliverable Energy, and Potline Reduction Sales												
78	Surplus Sales	Min. of 73 and 74											
79	Undeliverable Energy, and Potline Reduction Sales	line 73											
80	4.13.2 Curtailment for Purchased Power	17 x 34											
81	4.13.3 Economic Sales	line 73 x 75%											
82	4.13.4 Market Energy Sales	line 73											
83													
84	Total Credits	78 + 79 + 80 + 81 + 82											
85	Net Charges	line 70 - line 84	314.6	77.8	81.8		84.3		84.3	328.3	(13.1)	(0.7)	314.6
86	Net Charges per MWh Metered												
87	* Simplified calculation; in practice would include estimated Big Rivers tax liability (as applicable per sections 1.1.79, 10.1.4, 10.2.3, 10.3.7, and 13.3). Administrative fees are modeled per section 4.13.1.												
88													

**Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009**

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
89	Supporting Schedules												
90													
91	1.1.21 Smelter Base Rate												
92	Large Industrial Rate												
93	Load Factor (%)	Member Load Forecast	79%	79%	79%	79%	79%	79%	79%				79%
94	Energy (\$/ MWh)	Tariff	13.72	13.72	13.72	13.72	13.72	13.72	13.72				13.72
95	Demand (\$/ KW-mo.)	Tariff	10.15	10.15	10.15	10.15	10.15	10.15	10.15				10.15
96	Blend		31.39	31.39	31.39	31.39	31.39	31.39	31.39				31.39
97	MDA (\$/ MWh)	[Tariff]	-	-	-	-	-	-	-				-
98	Net Rate (\$/ MWh)		31.39	31.39	31.39	31.39	31.39	31.39	31.39				31.39
99	Large Industrial Rate @ 98% LF	Contract	27.90	27.90	27.90	27.90	27.90	27.90	27.90				27.90
100	Plus Margin	Contract	0.25	0.25	0.25	0.25	0.25	0.25	0.25				0.25
101	Smelter Base Rate		28.15	28.15	28.15	28.15	28.15	28.15	28.15				28.15
102													
103	1.1.23 Base Variable Rate												
104	FAC Base	Tariff	10.72	10.72	10.72	10.72	10.72	10.72	10.72				10.72
105	Environmental Surcharge base	Tariff	-	-	-	-	-	-	-				-
106	Purchased Power Base	Tariff	1.75	1.75	1.75	1.75	1.75	1.75	1.75				1.75
107	Total		12.47	12.47	12.47	12.47	12.47	12.47	12.47				12.47
108													
109	4.11 (c) Surcharge												
110	Reference Fuel Expense (\$/ MWh)	Contract	16.44	16.4	16.4	16.4	16.4	16.4	16.4				16.4
111	Actual Fuel Expense (\$/ MWh)	Assumption	21.94	21.9	21.9	21.9	21.9	21.9	21.9				21.9
112	Min. of i) Actual Less Reference and ii) \$0.60 (not less than zero)		0.60	0.60	0.60	0.60	0.60	0.60	0.60				0.60
113													
114	1.1.12 Avoidable Base Charge												
115	1.1.11(a)												
116	(i) Base Rate plus Adjustable Charge Rates	35 + 37 + 38 + 39											
117	(ii) Base Fixed Energy made available whether or not sold	line 19											
118	\$M	line 116 x line 117											
119	Plus												
120	1.1.11(b)												
121	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39											
122	(ii) Base Variable Energy made available whether or not sold	line 23											
123	\$M	line 121 x line 122											
124	Less												
125	1.1.11(c)												
126	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39											
127	(ii) Base Fixed or Variable Energy neither Metered nor Sold												
128	\$M	line 126 x line 127											
129	Net	line 118 + line 123 - line 128											
130													

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)

Year Modeled:

2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4		Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3						
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.		98% load factor/ expense 10% below avg.					
131	4.7 TIER Adjustment Charge													
132	4.7.5 TIER Adjustment													
133	System Revenues Before TIER Adjustment													
134	Base Case	Financial Model	579.409	144.852	144.852	144.852	144.852	144.852	579.409					579.409
135	Increment from Base Case (Accounts for Both Smelters):													
136	Base Energy Charge	22 x 36		(0.5)	0.5	-	-	-	-					
137	FAC/ ES/ PPA Charges	23 x (37 + 38+ 39)		(0.5)	0.5	-	-	-	-					
138	Supplemental Energy	49 + 50 + 51												
139	Backup Energy	53 + 54												
140	Net Proceeds	line 73												
141	Less: Credits	line 84												
142	Total Increment from Base Case	136 + 137 + 138 + 139 + 140 + 141	-	(1.0)	1.0	-	-	(0.0)	-					-
143	Total Revenues	line 134 - line 142	579.4	143.9	145.8	144.9	144.9	579.4	579.4					579.4
144	System Expenses Before TIER Adjustment													
145	Base Case - Gross	Financial Model	564.4	141.1	141.1	141.1	141.1	564.4	564.4					564.4
146	Net Debit to Power Purchases reflected in Regulatory Account	Financial Model	(0.3)	(0.1)	(0.1)	(0.1)	(0.1)	(0.3)	(0.3)					(0.3)
147	Base Case - Net	Financial Model	564.1	141.0	141.0	141.0	141.0	564.1	564.1					564.1
148	Increment from Base Case													
149	Variable Costs *	23 x (36 + 37+ 38+ 39)		(1.0)	1.0	-	-	(0.0)	-					-
150	Power Purchases	138 + 139												
151	Interest (net of capitalization)													
152	Other			7.1	7.1	-	-	(14.1)	-					-
153	Total Increment from Base Case	149 + 150 + 151 + 152	-	6.1	8.0	-	-	(14.1)	-					-
154	Total Expenses	line 147 + line 153	564.1	147.1	149.0	141.0	126.9	564.1	564.1					564.1
155	Net Margin Before TIER Adjustment	line 143 - line 154	15.3	(3.2)	(3.2)	3.8	17.9	15.3	15.3					15.3
156	Interest Charges Plus Net Margin	line 155 + line 158	68.8	10.2	10.2	17.2	31.3	68.8	68.8					68.8
157	Interest Charges:													
158	Base Case	Financial Model	53.6	13.4	13.4	13.4	13.4	53.6	53.6					53.6
159	Increment from Base Case		-											
160	Total	line 158 - line 159	53.6	13.4	13.4	13.4	13.4	53.6	53.6					53.6
161	Pre-Adjustment TIER	line 156/ line 160	1.285	0.759	0.759	1.285	2.339	5.141	1.285					1.285
162	Incremental Revenue Needed to Achieve TIER = 1.24x	(1.24 - line 161) x line 160	(2.4)	6.4	6.4	(0.6)	(14.7)	(2.4)	(2.4)					(2.4)
163	Adjustments:													
164	4.7.5(f) No revenue from Economic/ Transition Reserves	Financial Model	1.4	0.4	0.4	0.4	0.4	1.4	1.4					1.4
165	Other		-	-	-	-	-	-	-					-
166	Total	line 164 + line 165	1.4	0.4	0.4	0.4	0.4	1.4	1.4					1.4
167	TIER Adjustment	line 162 + line 166	(1.0)	6.8	6.8	(0.3)	(14.4)	(1.0)	(1.0)					(1.0)
168	TIER Adjustment Charge	Max. of line 167 and zero	-											
169														
170	4.9 Rebate													
171	Excess TIER Amount		(1.0)	-	-	-	-	-	-					(1.0)
172	Rebate:													
173	Smelter MWh		68%	68%	68%	68%	68%	68%	68%					68%
174	Rebate		(0.7)	-	-	-	-	-	-					(0.7)
175														
176	* Example assumes variable costs incurred at rate stipulated in 1.1.21, plus FAC, Environmental Surcharge, and PPA													
177														

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
178	Quarterly TIER Adjustment Charge												
179		Base Case	Intermediate Annual Forecasts *										
			3 Months Actual, 9 Months Forecast	Change Applicable to Next Quarter	6 Months Actual, 6 Months Forecast	Change Applicable to Next Quarter	9 Months Actual, 3 Months Forecast	Change Applicable to Next Quarter					
180													
181	Revenues	579.4	578.4		579.4		579.4						
182	Expenses	564.1	570.2		578.2		578.2						
183	Net Margin Before TIER	15.3	8.2		1.2		1.2						
184	Interest + Margin	68.8	61.8		54.7		54.7						
185	Interest Charges	53.6	53.6		53.6		53.6						
186	Pre-Adjustment TIER	1.29	1.2		1.0		1.0						
187	Increment Needed for 1.24x	(2.4)	4.6		11.7		11.7						
188	Adjustments	1.4	1.4		1.4		1.4						
189	TIER Adjustment	(1.0)	6.0		13.1		13.1						
190	TIER Adjustment Charge												
191	1st Q	-	-		-		-						
192	2nd Q	-	2.0	2.0	2.0		2.0						
193	3rd Q	-	2.0		5.5	3.5	5.5						
194	4th Q	-	2.0		5.5		5.5	0.0					
195													
196	* Illustrative Forecast Weightings (actual forecast methodologies to be determined)												
197	YTD		25%		50%		75%						
198	Original Budget		75%		50%		25%						
199													
200	YTD												
201	Revenues		143.9		289.7		434.6						
202	Expenses		147.1		296.2		437.2						
203	Net Margin Before TIER		(3.2)		(6.5)		(2.6)						
204	Interest + Margin		10.2		20.3		37.5						
205	Interest Charges		13.4		26.8		40.2						
206	Pre-Adjustment TIER		0.76		0.76		0.93						
207	Increment Needed for 1.24x		6.4		12.9		12.3						
208	Adjustments		0.4		0.7		1.1						
209	TIER Adjustment		6.8		13.6		13.3						
210													
211	Revised Full- Year Forecast												
212	Revenues		578.4		579.4		579.4						
213	Expenses		570.2		578.2		578.2						
214	Net Margin Before TIER		8.2		1.2		1.2						
215	Interest + Margin		61.8		54.7		54.7						
216	Interest Charges		53.6		53.6		53.6						
217	Pre-Adjustment TIER		1.15		1.02		1.02						
218	Increment Needed for 1.24x		4.6		11.7		11.7						
219	Adjustments		1.4		1.4		1.4						
220	TIER Adjustment		6.0		13.1		13.1						
221													

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PUBLIC SERVICE
COMMISSION

U.S. DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE

RUS BORROWER DESIGNATION Kentucky 65 Kenergy

THE WITHIN Retail Electric Service Agreement (Century) dated as of July 1, 2009

by and between Kenergy Corporation and Century Aluminum of Kentucky

General Partnership.

SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.



FOR THE ADMINISTRATOR

DATED

JUL 16 2009

RETAIL ELECTRIC SERVICE AGREEMENT

Dated as of July 1, 2009,

by and between

KENERGY CORP.

and

CENTURY ALUMINUM OF KENTUCKY GENERAL PARTNERSHIP

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RETAIL ELECTRIC SERVICE AGREEMENT

This RETAIL ELECTRIC SERVICE AGREEMENT (this "Agreement") is dated as of July 1, 2009, and made by and between KENERGY CORP., a Kentucky rural electric cooperative corporation ("Kenergy"), and CENTURY ALUMINUM OF KENTUCKY GENERAL PARTNERSHIP, a Kentucky general partnership ("Century").

RECITALS

A. Kenergy currently supplies and delivers to Century, the owner and operator of an aluminum reduction plant in Hawesville, Kentucky, electric energy and related services pursuant to an Agreement for Electric Service, dated July 15, 1998, between Green River Electric Corporation, Kenergy's predecessor-in-interest, and Southwire Company, Century's predecessor-in-interest (the "Existing Century Agreement").

B. Kenergy currently purchases electric energy and related services for resale to Century from Western Kentucky Energy Corp., an affiliate of E. ON U.S., LLC, formerly known as LG&E Energy Corp. (together with its affiliates and parent, collectively, "LG&E"), under an Agreement for Electric Service, dated as of July 15, 1998, with Kenergy (the "Kenergy/LG&E Contract").

C. Kenergy also currently purchases additional electric energy and related services for resale to Century, to serve the energy requirements of Century not provided by LG&E, from third-party energy suppliers, including Big Rivers Electric Corporation ("Big Rivers"), an electric generation and transmission cooperative of which Kenergy is a Member.

D. The Existing Century Agreement and the Kenergy/LG&E Contract were entered into in connection with the consummation of a series of transactions implementing the First Amended Plan of Reorganization of Big Rivers, as part of which, among other things (i) Big Rivers leased its generating facilities to LG&E, and (ii) Big Rivers entered into a power purchase arrangement with LG&E whereby LG&E supplied Big Rivers with electric energy and related services for resale to its Members.

E. Big Rivers, Kenergy, LG&E, Alcan Primary Products Corporation ("Alcan"), and Century have agreed to enter into a series of transactions referred to herein as the New Transaction and the Unwind Transaction, as defined below.

F. In connection with and as a condition to the Unwind Transaction, Kenergy and Big Rivers have agreed to enter into a wholesale electric service agreement, dated as of the date hereof, for the purchase and sale of electric energy and related services for resale by Kenergy to Century ("Century Wholesale Agreement").

G. In connection with and as a condition to the Unwind Transaction and the Century Wholesale Agreement, Kenergy will supply and deliver, and Century will purchase, retail electric service on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions. Capitalized terms when used in this Agreement have the meanings specified herein, including the definitions provided in Article 1, unless stated otherwise or the context requires otherwise.

1.1.1 Accounting Principles: Generally accepted accounting principles consistently applied or, if generally accepted accounting principles in accordance with the uniform system of accounts of an applicable Governmental Authority or RUS are required, the generally accepted accounting principles consistently applied in accordance with such uniform system of accounts, each as in effect from time to time.

1.1.2 Affiliate: With respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For avoidance of doubt, no Member is an Affiliate of Big Rivers.

1.1.3 Agreement: As defined in the Preamble.

1.1.4 Alcan: As defined in the Recitals.

1.1.5 Alcan Retail Agreement: The retail electric service agreement, dated as of the date hereof, by and between Kenergy and Alcan.

1.1.6 Alcan Wholesale Agreement: The wholesale electric service agreement, dated as of the date hereof, between Big Rivers and Kenergy for the benefit of Alcan.

1.1.7 Ancillary Services: Those services that are necessary to support the transmission of Energy from resources to loads while maintaining reliable operations of Big Rivers' transmission system, as set forth and described in the OATT.

1.1.8 Applicable Law: All laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, interpretations, issuances, enactments, decisions, authorizations, permits or directives of any Governmental Authority having jurisdiction over the matter in question.

1.1.9 Applicable Percentage: The percentage determined in each Fiscal Year that is the quotient of the Base Demand divided by the sum of the Base Demand and the "Base Demand" as defined in and as then in effect under the Alcan Retail Agreement. If the Alcan

Retail Agreement is terminated or no longer in effect for any reason, Alcan's "Base Demand" shall be deemed to be 368 MW for purposes of calculating the Applicable Percentage.

1.1.10 Avoidable Base Charge: The amount in any Billing Month equal to the sum of:

(a) the product of (i) the sum of the Base Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) the amount of Base Fixed Energy that was made available by Century to Big Rivers for Surplus Sales, regardless of whether Big Rivers was able to sell such Energy as Surplus Sales;

(b) *plus* the product of (i) the sum of the Base Variable Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) the amount of Base Variable Energy that was made available by Century to Big Rivers for Surplus Sales, regardless of whether Big Rivers was able to sell such Energy as Surplus Sales; and

(c) *less* the product of (i) the sum of the Base Variable Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) any Base Fixed Energy or Base Variable Energy made available by Century to Big Rivers for Surplus Sales that was neither metered at the Point of Delivery nor sold by Big Rivers as Surplus Sales.

Sample calculations of the Avoidable Base Charge are set forth in Exhibit A.

1.1.11 Back-Up Energy: For any Hour in a Billing Month, the amount of Energy metered at the Point of Delivery during such Hour, less the sum of (i) the Base Demand per Hour less Base Curtailed Energy in such Hour, and (ii) any Supplemental Energy metered at the Point of Delivery during such Hour; *provided*, that the amount of Back-Up Energy may not be less than zero.

1.1.12 Back-Up Energy Charge: As defined in Section 4.4.

1.1.13 Base Curtailed Energy: For any Hour in a Billing Month, the amount of Energy that is either (a) curtailed by Century pursuant to Section 4.13.2, or (b) sold by Big Rivers to one or more Third Parties pursuant to (i) Section 4.13.3 as Economic Sales, (ii) Section 10.1 as Surplus Sales, (iii) Section 10.2 as Undeliverable Energy Sales, or (iv) Section 10.3 as Potline Reduction Sales.

1.1.14 Base Demand: 482 MW, or such other amount of electric demand agreed in accordance with Section 3.1, integrated over an Hour.

1.1.15 Base Energy Charge: As defined in Section 4.2.

1.1.16 Base Fixed Energy: For any Billing Month, the product of (a) the Base Demand, (b) the number of Hours in the Billing Month, and (c) 0.98.

1.1.17 Base Hourly Energy: For any Hour in a Billing Month, the amount of Energy equal to the sum of (a) the Energy metered at the Point of Delivery during such Hour *less* Supplemental Energy metered at the Point of Delivery, if any, and (b) Base Curtailed Energy; *provided*, that for purposes of calculating Base Hourly Energy, the sum of clauses (a) and (b) above during any Hour shall not exceed the Base Demand per Hour.

1.1.18 Base Monthly Energy: The sum of the Base Hourly Energy for all Hours of a Billing Month.

1.1.19 Base Rate: The rate, expressed in dollars per MWh, resulting from the application of the Large Industrial Rate to a load with a 98% load factor, plus \$0.25 per MWh.

1.1.20 Base Variable Energy: For any Billing Month, Base Monthly Energy less Base Fixed Energy, whether positive or negative.

1.1.21 Base Variable Rate: The rate, expressed in dollars per MWh, equal to the sum of (i) the “FAC Base” with respect to Big Rivers’ Tariff, (ii) the “Environmental Surcharge Base” with respect to Big Rivers’ Tariff, and (iii) the “Purchased Power Base” as defined in Appendix A.

1.1.22 Big Rivers: As defined in the Recitals.

1.1.23 Big Rivers’ Tariff: Big Rivers’ Rates, Rules and Administrative Regulations For Furnishing Electric Service, as filed with and approved by the KPSC.

1.1.24 Billing Month: Each calendar month during the Service Period.

1.1.25 Budget: The annual operating and capital budget approved by Big Rivers’ Board of Directors that estimates all revenues and expenditures of Big Rivers for a specified Fiscal Year, as amended and in effect from time to time.

1.1.26 Business Day: Mondays through Fridays of each week except legal holidays established by federal law in the United States of America or state law in the Commonwealth of Kentucky.

1.1.27 Buy-Through Energy: As defined in Section 2.3.2(b).

1.1.28 Buy-Through Energy Charge: As defined in Section 4.3.2.

1.1.29 Century: As defined in the Preamble.

1.1.30 Century Guarantee: As defined in Section 13.3.

1.1.31 Century Parent: Century Aluminum Company, a Delaware corporation, and a parent corporation of Century.

1.1.32 Century Wholesale Agreement: As defined in the Recitals.

1.1.33 Cut-Off Date: As defined in Section 10.3.6.

1.1.34 Economic Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to the sum of (a) \$157 million, and (b) such additional amount as Big Rivers may designate on or prior to the consummation of the Unwind Transaction, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. The amount designated by Big Rivers pursuant to clause (b) above may not exceed (i) an amount equal to Big Rivers' unrestricted cash on hand following the consummation of the Unwind Transaction less \$125 million, and (ii) zero if Big Rivers shall not have prepaid at least \$200 million of obligations owed to RUS debt as part of the Unwind Transaction. No additional principal amounts will be contributed by Big Rivers to the Economic Reserve after the Effective Date.

1.1.35 Economic Sales: As defined in Section 4.13.3.

1.1.36 Effective Date: As defined in Section 6.1.

1.1.37 Electric Services: Electric services, including capacity and associated Energy and Transmission Services, provided by Kenergy pursuant to this Agreement.

1.1.38 Energy: The flow of electricity denominated in kWh or MWh.

1.1.39 Environmental Surcharge: As defined in Section 4.8.3.

1.1.40 Environmental Surcharge Factor: With respect to any Billing Month, a monthly environmental surcharge factor, expressed in dollars per MWh, that is calculated in accordance with the "Monthly Environmental Surcharge Factor" as defined in Big Rivers' Environmental Surcharge Rider.

1.1.41 Environmental Surcharge Rider: The Environmental Surcharge Rider to Big Rivers' Tariff.

1.1.42 Equity Development Credit: As defined in Section 4.10.

1.1.43 Event of Default: As defined in Section 14.1.

1.1.44 Excess TIER Amount: The amount of the TIER Adjustment, if negative, with respect to any Fiscal Year.

1.1.45 Excess Reactive Demand Charge: As defined in Section 4.6.

1.1.46 Existing Century Agreement: As defined in the Recitals.

1.1.47 FAC: The Fuel Adjustment Clause Rider to Big Rivers' Tariff.

1.1.48 FAC Charge: As defined in Section 4.8.1.

1.1.49 FAC Factor: With respect to any Billing Month, the fuel adjustment factor, expressed in dollars per MWh, that is calculated in accordance with the FAC in dollars per kWh.

1.1.50 FERC: Federal Energy Regulatory Commission.

1.1.51 Firm: An obligation to supply Energy subject only to the occurrence of an Uncontrollable Force.

1.1.52 Fiscal Year: The fiscal year of Big Rivers.

1.1.53 Governmental Authority: Any international, national, federal, state, territorial, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity having legal jurisdiction over the matter or Person in question, including the KPSC; *provided, however* that the RUS is not a Governmental Authority for purposes of this Agreement.

1.1.54 Hawesville Smelter: The aluminum reduction plant owned and operated by Century and located in Hawesville, Kentucky, including any expansions, additions, improvements and replacements thereof or thereto at the existing site.

1.1.55 Hour or Hourly: A clock hour or per clock hour, respectively.

1.1.56 Imputed Interest: As defined in Section 4.7.5(e).

1.1.57 Interruptible Energy: As defined in Section 2.3.2(a).

1.1.58 Interruptible Energy Charge: As defined in Section 4.3.1.

1.1.59 Interruptible Energy Terms: As defined in Schedule 2.3.2(a).

1.1.60 Kenergy/LG&E Contract: As defined in the Recitals.

1.1.61 KPSC: Kentucky Public Service Commission.

1.1.62 kW: Kilowatt.

1.1.63 kWh: Kilowatt-hour.

1.1.64 Large Industrial Rate: Big Rivers' Tariff Rate Schedule No. 7 and all applicable rate adjustments thereto but exclusive of (a) the Rebate, (b) the FAC Factor and the Environmental Surcharge Rider, and (c) any roll-in of costs from the Regulatory Account. As of the Effective Date, the Large Industrial Rate will consist of separate rate components for demand and Energy consumption. The Large Industrial Rate subsequently may be defined in terms of more than two separate rate components, including, potentially, separate rate components for transmission services. For the avoidance of doubt, the Large Industrial Rate shall be determined without regard to the effect of the Surcharge, the Rural Economic Reserve, the Economic Reserve or the Transition Reserve.

1.1.65 LG&E: As defined in the Recitals.

1.1.66 Lockbox Agreement: The Security and Lockbox Agreement to be entered into among Century, Kenergy, Big Rivers and a depository bank prior to the Effective Date with respect to the payment of certain amounts due by Century to Kenergy under this Agreement.

1.1.67 Market Energy: As defined in Section 2.3.2(c).

1.1.68 Market Energy Charge: As defined in Section 4.3.3.

1.1.69 Market Reference Rate: For any Hour, a rate equal to the all-inclusive cost, including transmission and related charges on the transmission system of any Third Party (expressed in dollars per MWh), that Big Rivers estimates, in its sole discretion exercised in good faith, that it would have paid to purchase Energy from a Third Party if there had been no curtailment pursuant Section 4.13.2 during such Hour.

1.1.70 Members: The members of Big Rivers. As of the date hereof, the Members of Big Rivers are Jackson Purchase Energy Corporation, Kenergy, and Meade County Rural Electric Cooperative Corporation.

1.1.71 Model: As defined in Section 1.2(o).

1.1.72 Monthly Charge: As defined in Section 4.1.

1.1.73 MW: Megawatt.

1.1.74 MWh: Megawatt-hour.

1.1.75 Net Margins: Net margins as determined by Accounting Principles. For the avoidance of doubt, Net Margins will include all operating and non-operating margins.

1.1.76 Net Proceeds: The proceeds from the sale of Energy by Big Rivers to Third Parties, net of transaction costs, whenever incurred, and taxes, including Big Rivers' estimated income tax liability on such proceeds without regard to any net operating loss carry-forward of Big Rivers existing on the date of the consummation of the Unwind Transaction, unless and to the extent Big Rivers reasonably determines that such net operating loss carry-forward otherwise would have expired unused.

1.1.77 New Facilities: As defined in Section 4.7.5(e).

1.1.78 New Ratepayer: A Non-Smelter Ratepayer which is (i) interconnected directly with Big Rivers' transmission system, and (ii) first receives electric service at a location served by a meter required for service at such location which meter was installed specifically for new service at such location after the Effective Date. For the avoidance of doubt, Southwire Company is not a New Ratepayer.

1.1.79 New Transaction: The transactions by and between or among one or more of Kenergy, Century, Alcan and Big Rivers related to the supply of Electric Services to Century under this Agreement and "Electric Services" as defined in the Alcan Retail Agreement to Alcan

including the Century Wholesale Agreement, the Alcan Wholesale Agreement, coordination agreements, lockbox agreements, and all other related agreements.

1.1.80 Non-FAC Purchased Power Adjustment Charge: As defined in Section 4.8.2.

1.1.81 Non-FAC Purchased Power Adjustment Factor: A rate (expressed in dollars per MWh and calculated in accordance with Appendix A in dollars per kWh) for the recovery of purchased power costs that are not otherwise included in the FAC.

1.1.82 Non-Smelter Member Rates: Big Rivers' tariff rates applicable to sales of electric services to Members for resale to Non-Smelter Ratepayers and all applicable rate adjustments thereto but exclusive of (a) the Rebate and (b) the FAC Factor and the Environmental Surcharge Rider. For the avoidance of doubt, the Non-Smelter Member Rates shall be determined without regard to the effect of the Surcharge, the Rural Economic Reserve, the Economic Reserve or the Transition Reserve.

1.1.83 Non-Smelter Ratepayers: Retail ratepayers of the Members other than Century and Alcan.

1.1.84 Notice of Interruption: As defined in Schedule 2.3.2(a).

1.1.85 Notice of Termination for Closure: As defined in Section 7.3.1(a).

1.1.86 OATT: Big Rivers' Open Access Transmission Tariff as filed with FERC and found by FERC to constitute a reciprocal open access transmission tariff.

1.1.87 Parties: Kenergy and Century.

1.1.88 Permitted Interruption: As defined in Schedule 2.3.2(a).

1.1.89 Person: Any individual, corporation, cooperative, partnership, joint venture, association, joint-stock company, limited partnership, limited liability company, limited liability partnership, trust, unincorporated organization, RUS or Governmental Authority.

1.1.90 Point of Delivery: The existing set of meters at Big Rivers' Coleman substation or such other point of delivery mutually agreed by the Parties and Big Rivers.

1.1.91 Potential Tax Liability: As defined in Section 13.3.

1.1.92 Potline Reduction: As defined in Section 10.3.1.

1.1.93 Potline Reduction Sales: As defined in Section 10.3.1.

1.1.94 Potline Reduction Sales Agreement: As defined in Section 10.3.3.

1.1.95 Prime Rate: The then-effective prime commercial lending rate per annum published in the "Money Rates" section of *The Wall Street Journal*. If *The Wall Street Journal*

discontinues publication of the prime commercial lending rate, the Parties and Big Rivers shall agree on a mutually acceptable alternative source for that rate.

1.1.96 Prudent Utility Practice: Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period; or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be any and all acceptable practices, methods, or acts generally accepted.

1.1.97 Rebate: As defined in Section 4.9.

1.1.98 Regulatory Account: The regulatory account containing purchased power costs to be recovered by Big Rivers from the Members with respect to sales to their Non-Smelter Ratepayers.

1.1.99 Response: As defined in Schedule 2.3.2(a).

1.1.100 Restructuring: The occurrence of any of the following:

(a) the merger, consolidation or other combination of Big Rivers or an Affiliate or a Member with any Person (including acquisition of another utility system) if following such transaction Big Rivers or its successor would have had sales of Energy to all Members or regulated customers on a *pro forma* basis in the prior Fiscal Year in excess of 105% of Big Rivers' actual sales of Energy to the Members for such Fiscal Year;

(b) the acquisition of Big Rivers; or

(c) the admission of a new Member if following such admission Big Rivers would have had sales of Energy to all Members on a *pro forma* basis in the prior Fiscal Year in excess of 105% of Big Rivers' actual sales of Energy to the Members for such Fiscal Year.

1.1.101 Restructuring Amount: As defined in Section 16.5.1.

1.1.102 Retail Fee: As defined in Section 4.12.

1.1.103 Rural Economic Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to \$60.9 million, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. No additional principal amounts will be contributed by Big Rivers to the Rural Economic Reserve after the Effective Date.

1.1.104 RUS: United States Department of Agriculture Rural Utilities Service.

1.1.105 Scheduled Interruptible Energy: As defined in Schedule 2.3.2(a).

1.1.106 SERC: SERC Reliability Corporation, a regional reliability organization.

1.1.107 Service Period: As defined in Section 2.1.

1.1.108 Smelters: Century and Alcan.

1.1.109 Supplemental Energy: As defined in Section 2.3.2.

1.1.110 Supplemental Energy Charge: As defined in Section 4.3.

1.1.111 Surcharge: As defined in Section 4.11.

1.1.112 Surplus Sales: As defined in Section 10.1.1.

1.1.113 System Emergency: Any cessation of operation or reduction in the provision or delivery of Electric Services by Kenergy due in whole or in part to: (a) a disconnection of all or a portion of Big Rivers' or Kenergy's system from the transmission grid (other than as a direct result of Big Rivers' or Kenergy's gross negligence or willful misconduct), (b) a system emergency on the transmission grid of a Third Party, or (c) the occurrence of a condition or situation where the delivery of Energy to a transmission grid with which Big Rivers is directly interconnected or the making available of generation services or Transmission Services which could cause (i) harm to life or limb or imminent serious threat of harm to life or limb, (ii) material damage to Big Rivers' or Kenergy's system or any material component thereof or imminent danger of material damage to property, or (iii) other dangerous occurrences that Big Rivers or Kenergy believes, in the exercise of Prudent Utility Practice, should be prevented or curtailed.

1.1.114 System Firm: An obligation to supply Energy from:

(a) Big Rivers' owned or leased generation facilities,

(b) Big Rivers' contract with the Southeastern Power Authority (Contract No. 89-00-1501-637), or

(c) Big Rivers' Firm power purchase agreements with a term of two years or more which were not entered into for purpose of serving a specific non-Smelter load,

in each case subject to the occurrence of an Uncontrollable Force or similar event of force majeure, a System Emergency or Big Rivers' prior satisfaction of the Energy requirements of the Non-Smelter Ratepayers, the Smelters and Third Parties under power sales agreements entered into prior to the making of such obligation to supply Energy.

1.1.115 Term: As defined in Section 7.1.

1.1.116 Third Party: A Person other than Kenergy, Century, Big Rivers or Alcan.

1.1.117 Third Party Supplier(s): As defined in Section 2.3.2(c).

1.1.118 TIER: The quotient for a Fiscal Year of (i) Big Rivers' interest expenses plus Net Margins, divided by (ii) Big Rivers' interest expenses; in each case, calculated in accordance with Accounting Principles.

1.1.119 TIER Adjustment: As defined in Section 4.7.5.

1.1.120 TIER Adjustment Charge: As defined in Section 4.7.1.

1.1.121 Transition Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to \$35 million, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. No additional principal amounts will be contributed by Big Rivers to the Transition Reserve after the Effective Date.

1.1.122 Transmission Charge: As defined in Section 4.5.

1.1.123 Transmission Services: Network transmission services as described in the OATT and Ancillary Services. Transmission Services are currently included in the Large Industrial Rate but may be unbundled in accordance with the terms and conditions of the Century Wholesale Agreement.

1.1.124 Transmission Upgrade: The transmission upgrade described in the Coordination Agreement dated the date hereof between Century and Big Rivers.

1.1.125 Uncontrollable Force: Any cause beyond the control of the Party unable, in whole or in part, to perform its obligations under this Agreement which, despite exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid and which, despite the exercise of due diligence, it has been unable to overcome. Examples of events that may constitute the basis of an event which constitutes an "Uncontrollable Force" include: acts of God; strikes, slowdowns or labor disputes; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of any Governmental Authority; civil or military disturbances; explosions, breakage of or accident to machinery, equipment or transmission lines; inability of a Party to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws or proclamations of Governmental Authorities, civil or military; transmission constraints or System Emergencies; a forced outage of a generating unit or units preventing the physical delivery of Energy to Kenergy for resale to Century; and any other forces which are not reasonably within the control of the Party claiming suspension. "Uncontrollable Forces" do not include an insufficiency of funds or decline in credit ratings or customary, expected or routine maintenance or repair of plant or equipment. Nothing contained herein shall be construed to obligate a Party to prevent or to settle a labor dispute against its will.

1.1.126 Undeliverable Energy Sales: As defined in Section 10.2.1.

1.1.127 Unwind Transaction: The consummation of the transactions contemplated on the date of the "Closing" as defined in and pursuant to the Transaction Termination Agreement among Big Rivers, LG&E Energy Marketing Inc., and Western Kentucky Energy Corp.

1.2 Rules of Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement will have the meanings specified in this Article 1 unless the context requires otherwise; (b) the singular will include the plural and vice versa; (c) references to “Recitals,” “Articles,” “Sections,” “Exhibits” or “Schedules” are to the recitals, articles, sections, exhibits or schedules of this Agreement, unless otherwise specified; (d) all references to a particular Person in any capacity will be deemed to refer also to such Person’s authorized agents, permitted successors and assigns in such capacity; (e) the words “herein,” “hereof” and “hereunder” will refer to this Agreement as a whole and not to any particular section or subsection hereof; (f) the words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation” and will not be construed to mean that the examples given are an exclusive list of the topics covered; (g) references to this Agreement will include a reference to all exhibits and schedules hereto; (h) references to any agreement, document or instrument will be construed at a particular time to refer to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced as of such time; (i) the masculine will include the feminine and neuter and vice versa; (j) references to any tariff, rate, or order of any Governmental Authority will mean such tariff, rate or order, as the same may be amended, modified, supplemented or restated and be in effect from time to time; (k) if any action or obligation is required to be taken or performed on any day which is not a Business Day, such action or obligation must be performed on the next succeeding Business Day; (l) references to an Applicable Law will mean a reference to such Applicable Law as the same may be amended, modified, supplemented or restated and be in effect from time to time; (m) all accounting terms not defined in this Agreement will be construed in accordance with Accounting Principles; (n) all references to a time of day shall be a reference to the prevailing time in Henderson, Kentucky; and (o) the financial and production cost models prepared by Big Rivers, including models filed with the KPSC, in connection with the application for approval of the Unwind Transaction and the New Transaction (the “Model”) have been prepared solely by Big Rivers and shall not be used by the Parties or any Governmental Authority to construe or interpret any provision of this Agreement. The Parties collectively have prepared this Agreement, and none of the provisions hereof will be construed against one Party on the ground that it is the author of this Agreement or any part hereof.

1.3 Calculations and Rounding. In making any mathematical calculation provided for or contemplated by this Agreement, the calculation will be made to six decimal places (rounded up if the numeral in the seventh decimal place is five or higher, and rounded down if the numeral in the seventh decimal place is lower than five).

ARTICLE 2

ELECTRIC SERVICES AND RATES

2.1 Service Period Obligations. In accordance with the terms and conditions of this Agreement, Kenergy will supply, and Century will purchase, Electric Services for a period beginning at 12:00:01 A.M. on the day next succeeding the Effective Date and continuing until 12:00:00 midnight on December 31, 2023, unless the Parties’ respective obligations to supply and purchase Electric Services are earlier terminated pursuant to the terms of this Agreement (the “Service Period”).

2.2 Characteristics of Service. Electric service to be supplied by Kenergy to Century under this Agreement shall be nominally three-phase, sixty cycle at 161,000 volts or as otherwise agreed to by the Parties and Big Rivers. The Parties and Big Rivers will mutually agree on limits of the regulation of voltage but at no time may such regulation of such limits be inconsistent with standards required by applicable Governmental Authorities or any other organizations that establish reliability and electric operation standards for the region.

2.3 Delivery Obligation. In accordance with this Agreement, during the Service Period, Kenergy will deliver, or cause to be delivered, at the Point of Delivery to Century Base Monthly Energy, Supplemental Energy and Back-Up Energy.

2.3.1 Base Monthly Energy. Century may purchase in each Hour of the Service Period an amount of Energy up to the Base Demand per Hour. For billing purposes, Base Monthly Energy consists of two components: Base Fixed Energy charged at the Base Rate and Base Variable Energy (which may be either a positive or negative amount) charged or credited at the Base Variable Rate.

2.3.2 Supplemental Energy. “Supplemental Energy” shall consist of (i) Interruptible Energy purchased by Kenergy from Big Rivers pursuant to Section 2.3.2(a) and Schedule 2.3.2(a), (ii) Buy-Through Energy purchased by Kenergy from Big Rivers and, in turn, by Big Rivers from Third Party Suppliers upon the interruption of Interruptible Energy, pursuant to Section 2.3.2(b), and (iii) Market Energy purchased by Kenergy from Big Rivers or Third Party Suppliers pursuant to Section 2.3.2(c).

(a) Interruptible Energy. As of the Effective Date, Kenergy shall make available to Century up to 10 MW per Hour of Energy subject to Kenergy’s right to interrupt the delivery of such Energy (“Interruptible Energy”) in accordance with the terms and conditions set forth in Schedule 2.3.2(a). Century hereby agrees to the terms and conditions of Schedule 2.3.2(a) and agrees to purchase the Scheduled Interruptible Energy made available thereunder and through its consent to quarterly confirmations from Big Rivers to Kenergy as described in Schedule 2.3.2(a).

(b) Buy-Through Energy. Upon each Notice of Interruption, Kenergy will offer to sell to Century any Firm Energy which Big Rivers in its sole discretion offers to Kenergy for resale to Century in lieu of the interrupted Scheduled Interruptible Energy (“Buy-Through Energy”) and the estimated price or prices during the specified Hour or Hours of Permitted Interruption upon which Big Rivers would supply such Energy. Century shall have ten minutes from the time it receives verbal Notice of Interruption to notify Big Rivers and Kenergy whether Century agrees to purchase Buy-Through Energy offered to be supplied by Big Rivers to Kenergy for resale to Century. Century promptly shall confirm verbal acceptance of the Buy-Through Energy with a facsimile confirmation or pursuant to other electronic communications acceptable to Kenergy and Big Rivers. Upon Kenergy’s acceptance of the Buy-Through Energy, the obligation of Big Rivers to provide the Buy-Through Energy shall become a Firm service commitment. The failure of Century to notify Kenergy and Big Rivers of acceptance of the Buy-Through Energy during the period provided shall constitute a rejection of the Buy-Through Energy, and the Permitted Interruption shall thereafter be implemented in

accordance with the applicable Notice of Interruption and neither Kenergy nor Big Rivers shall have any obligation to supply Century Buy-Through Energy during such Permitted Interruption.

(c) Market Energy. Kenergy shall use reasonable commercial efforts to acquire Supplemental Energy (other than Interruptible Energy or Buy-Through Energy) from either Big Rivers or one or more suppliers other than Big Rivers ("Third Party Suppliers") for resale to Century, upon the request of Century ("Market Energy") specifying (i) the requested amount and duration of such Energy, and (ii) all requested prices and material terms and conditions. Century shall pay to Kenergy all amounts that Kenergy is obligated to pay to either Big Rivers or any Third Party Supplier, including the purchase price paid by Kenergy for such Market Energy and the costs, if any, of transmission services or related services incurred on Third Party transmission systems to transmit such Market Energy to a point of interconnection with Big Rivers' transmission system. Nothing in this Agreement may be construed to limit the ability of Kenergy to purchase Energy or other electric services from Third Party Suppliers to serve Century.

(i) Kenergy's obligation to enter into any contractual arrangements with Big Rivers or a Third Party Supplier for the purchase of Market Energy shall be conditioned upon Kenergy's prior receipt of a written notification from Century setting forth Century's consent to the execution, delivery and performance of such contractual arrangements and upon Century's providing such financial assurances as may be reasonably required to hold Kenergy harmless for its obligations in connection therewith.

(ii) As a condition to the effectiveness of any contractual arrangements for the purchase of Market Energy for resale to Century, Kenergy shall make application to, and use reasonable commercial efforts to obtain approval of, the KPSC to sell such Market Energy to Century each Billing Month in an amount that is equal to the amount that Kenergy is required to pay each Billing Month to Big Rivers or a Third Party Supplier, as applicable, for such Market Energy.

(iii) Promptly following request by Century for Market Energy, Kenergy shall request that Big Rivers provide all Transmission Services necessary to transmit Market Energy requested by Century from a point of interconnection on Big Rivers' transmission system to the Point of Delivery. The amount of Market Energy transmitted from a point of interconnection on Big Rivers' system to the Point of Delivery shall be reduced by the applicable system loss factor as provided in the OATT. Century acknowledges and agrees that Kenergy shall have no liability to Century for Big Rivers' denial of Kenergy's duly submitted request for reservation of Transmission Services.

(iv) With respect to a purchase of Market Energy from a Third Party Supplier, Kenergy shall be obligated to deliver to Century only those amounts of Market Energy received from such Third Party Supplier, net of applicable losses of Energy on Big Rivers' transmission system. Kenergy will not be in default under any provision of this Agreement nor will it have any liability to Century if the non-delivery of Market Energy is due to a failure by a Third Party Supplier to deliver the full amount of Market Energy under the terms and conditions of the agreement between Kenergy and such Third Party Supplier provided that

Kenergy has assigned to Century Kenergy's rights and remedies against the Third Party Supplier under such agreement.

(v) If Century is unable to receive and consume Market Energy purchased by Kenergy from a Third Party Supplier because of an Uncontrollable Force, then upon the request of Century, Kenergy shall use reasonable commercial efforts to sell or cause to be sold such Market Energy to other Third Parties for the duration specified by Century's request. Kenergy shall apply all revenues derived from such resale as a credit to Century, net of any transmission services charges or related charges or other expenses incurred to make such resale.

2.3.3 Back-Up Energy. Kenergy shall provide Back-Up Energy to Century at the Point of Delivery through purchases of Energy from Big Rivers at the prices and on the terms and conditions set forth in Section 4.4.

2.4 Power Factor. Century shall use commercially reasonable efforts to maintain (a) a power factor at the Point of Delivery as nearly as practicable to unity, and (b) a power factor that is not below 0.90 leading or lagging with respect to maximum electric demand incurred by Century during any Billing Month. Century shall, without regard to the obligations of Big Rivers pursuant to the Century Wholesale Agreement, cause to be maintained a power factor at the Point of Delivery at unity with respect to Energy purchased by Kenergy or Big Rivers from Third Parties for resale to Century.

2.5 Title and Risk of Loss. Title to and risk of loss with respect to Energy provided by Kenergy to Century pursuant to this Agreement will pass from Kenergy to and rest in Century when the same is made available by Kenergy (or Big Rivers on behalf of Kenergy) at the Point of Delivery. After title passes to Century, Century will be deemed in exclusive control of the Energy and will be responsible for any damage or injury caused thereby.

2.6 Performance by Kenergy. Century acknowledges and agrees that, to the extent Big Rivers has a corresponding or related obligation to Kenergy under the Century Wholesale Agreement, Kenergy's performance of an obligation under this Agreement is subject to and conditioned upon Big Rivers' performance of such corresponding or related obligation to Kenergy. Century acknowledges and agrees that Big Rivers may enforce an obligation of Century under this Agreement which corresponds or relates to an obligation of Kenergy to Big Rivers under the Century Wholesale Agreement.

ARTICLE 3

CHANGES IN DEMAND AND SCHEDULING

3.1 Change In Base Demand. Century may change the Base Demand for any Fiscal Year only with the written consent of Kenergy and Big Rivers.

3.2 Scheduling.

3.2.1 Century shall not be required to schedule Base Monthly Energy, Buy-Through Energy or Back-Up Energy but shall use reasonable commercial efforts to inform Kenergy and Big Rivers promptly of any material change in its intended usage.

3.2.2 In accordance with the OATT, Century must schedule and arrange with Kenergy and Big Rivers no later than 9:00 A.M. on the Business Day immediately preceding the day or days of delivery, or as otherwise mutually agreed by the Parties and, if applicable, Big Rivers, the delivery of Interruptible Energy and Market Energy.

ARTICLE 4

CHARGES AND CREDITS

4.1 Monthly Charge. Century shall pay Kenergy the following (the “Monthly Charge”) for the Electric Services provided or made available under this Agreement:

- 4.1.1 the Base Energy Charge calculated pursuant to Section 4.2,
- 4.1.2 plus the Supplemental Energy Charge calculated pursuant to Section 4.3,
- 4.1.3 plus the Back-Up Energy Charge calculated pursuant to Section 4.4,
- 4.1.4 plus the Transmission Charge pursuant to Section 4.5,
- 4.1.5 plus the Excess Reactive Demand Charge calculated pursuant to Section 4.6,
- 4.1.6 plus the TIER Adjustment Charge calculated pursuant to Section 4.7,
- 4.1.7 plus the FAC Charge calculated pursuant to Section 4.8.1,
- 4.1.8 plus the Non-FAC Purchased Power Adjustment Charge calculated pursuant to Section 4.8.2,
- 4.1.9 plus the Environmental Surcharge calculated pursuant to Section 4.8.3,
- 4.1.10 plus or minus the monthly amortization of the Restructuring Amount calculated pursuant to Section 16.5,
- 4.1.11 less the Rebate calculated pursuant to Section 4.9,
- 4.1.12 less the Equity Development Credit calculated pursuant to Section 4.10,
- 4.1.13 plus the Surcharge calculated pursuant to Section 4.11,
- 4.1.14 plus the Retail Fee calculated pursuant to Section 4.12,

- 4.1.15 less the credits calculated pursuant to Section 4.13,
- 4.1.16 plus or minus other amounts calculated pursuant to Section 4.14, and
- 4.1.17 plus taxes calculated pursuant to Section 4.15.

4.2 Base Energy Charge. For any Billing Month, the “Base Energy Charge” shall be the sum of:

- (a) the product of Base Fixed Energy and the Base Rate; and
- (b) the product, whether positive or negative, of the Base Variable Energy and the Base Variable Rate.

Sample calculations of the Base Energy Charge at different load factors are set forth in Exhibit A.

4.3 Supplemental Energy Charge. For any Billing Month, the “Supplemental Energy Charge” shall be the sum of the charges, whenever determined, Kenergy is obligated to pay for the Interruptible Energy Charge, the Buy-Through Energy Charge, and the Market Energy Charge, as calculated below.

4.3.1 The “Interruptible Energy Charge” shall be the product of (i) the quantity of Interruptible Energy metered at the Point of Delivery during the Billing Month and (ii) the rate or rates for Interruptible Energy with respect to such Billing Month.

4.3.2 The “Buy-Through Energy Charge” shall be the sum of:

(a) any and all of the charges for Buy-Through Energy purchased by Kenergy for delivery to Century pursuant to Section 2.3.2(b) during such Billing Month including any and all separate charges for transmission services and related services, whenever incurred (including financial transmission rights, transmission congestion charges and similar costs or expenses), provided by a Third Party whose transmission system is used to transmit Buy-Through Energy purchased from a Third Party to a point at which Big Rivers’ transmission system is interconnected with such system; and

(b) all other charges that Kenergy may be required to pay to Big Rivers in connection with Buy-Through Energy, including any amount payable upon termination by reason of default of the supply arrangements between Big Rivers and Third Party Suppliers, net of recoveries by Big Rivers from such suppliers with respect to the supply of Buy-Through Energy to Kenergy for resale to Century.

4.3.3 The “Market Energy Charge” shall be the sum of:

(a) any and all of the charges for Market Energy purchased by Kenergy for delivery to Century pursuant to Section 2.3.2(c) during such Billing Month including any and all separate charges for transmission services and related services, whenever incurred (including financial transmission rights, transmission congestion charges and similar

costs or expenses), provided by a Third Party whose transmission system is used to transmit Market Energy purchased from a Third Party to a point at which Big Rivers' transmission system is interconnected with such system; and

(b) all other charges that Kenergy may be required to pay to Big Rivers or any Third Party Suppliers in connection with Market Energy, including any amount payable upon termination by reason of default of the supply arrangements between Kenergy and Big Rivers or Kenergy and a Third Party Supplier, net of recoveries by Kenergy or Big Rivers from such suppliers with respect to the supply of Market Energy to Kenergy for resale to Century.

4.4 Back-Up Energy Charge. For any Billing Month, the "Back-Up Energy Charge" shall be the sum of the Hourly charges for Back-Up Energy calculated as follows:

4.4.1 The charge for Back-Up Energy supplied in any Hour shall equal the following:

(a) to the extent the Back-Up Energy was supplied by Big Rivers from generating facilities owned or controlled by Big Rivers and located within Big Rivers' transmission control area, the charge shall be the product of (i) the amount of such Back-Up Energy, and (ii) the quotient of (A) a price equal to the greater of (1) the real time Hourly locational marginal price at Big Rivers' interface with the Midwest Independent System Operator (or such other pricing reference point that shall be mutually agreed upon by the Parties and Big Rivers), and (2) Big Rivers' system lambda; divided by (B) 1.00 minus the loss factor set forth in the OATT;

(b) to the extent the Back-Up Energy was not supplied pursuant to Section 4.4.1(a), the charge shall be the product of (i) the amount of such Back-Up Energy, and (ii) the quotient of (A) a price equal to 110% of the highest Hourly all-inclusive cost incurred by Big Rivers to acquire any Energy, including such Back-Up Energy, and the separate cost, if any, whenever determined, of transmission services and related services provided by a Third Party whose transmission system is used to transmit Back-Up Energy purchased from a Third Party to a point at which Big Rivers' transmission system is interconnected with such system and including any imbalance charges or other costs arising from the failure of a Third Party Supplier to deliver Energy that it is obligated to deliver; divided by (B) 1.00 minus the loss factor set forth in the OATT; and

(c) to the extent that the amount of Back-Up Energy required by Century during any Hour exceeds the sum of (x) ten MW per Hour, (y) the amount of Back-Up Energy resulting from deemed interruption of Scheduled Interruptible Energy pursuant to Schedule 2.3.2(a), and (z) the amount of Back-Up Energy resulting from the non-delivery of Market Energy purchased by Kenergy from a Third Party Supplier, then the charge for the excess amount of Back-Up Energy shall be the product of (i) the excess amount of Back-Up Energy, and (ii) the greater of (A) \$250 per MWh and (B) the price set forth in Section 4.4.1(b)(ii).

Sample calculations of the Back-Up Energy Charge are set forth in Exhibit A.

4.4.2 If during any Hour Kenergy provides Back-Up Energy to Century and “Back-Up Energy” (as defined in the Alcan Retail Agreement) to Alcan, then the provisions of Section 4.4.1 shall apply to a proportional number of MW of Back-Up Energy for each of Century and Alcan.

4.5 Charge for Transmission Services and Ancillary Services. For any Billing Month, the charge for transmission services and ancillary services (the “Transmission Charge”) shall be the sum of the charges, calculated in accordance with the OATT, for Transmission Services for (a) Base Monthly Energy that are unbundled from the Large Industrial Rate in accordance with the terms of the Century Wholesale Agreement, if any; and (b) Supplemental Energy.

4.6 Excess Reactive Demand Charge. For any Billing Month, the “Excess Reactive Demand Charge”, if any, shall be the product of \$0.1433 and the amount, expressed in kilovars, of the difference, if positive, between:

- (a) the maximum metered reactive demand of Century during the Billing Month, and
- (b) an amount of kilovars equal to the sum of:
 - (i) the product of (A) 0.4843, and (B) the maximum hourly demand during a Billing Month, denominated in kilowatts, associated with Base Monthly Energy, Interruptible Energy, Market Energy, and Back-Up Energy provided by Big Rivers to Kenergy for resale to Century, but less the amount of such Interruptible Energy, Market Energy or Back-Up Energy that was purchased by Big Rivers from Third Parties, and
 - (ii) 74,005.

4.7 TIER Adjustment Charge.

4.7.1 The “TIER Adjustment Charge” shall be, for any Fiscal Year, the amount that is the product of the Applicable Percentage and the TIER Adjustment if, and only if, such TIER Adjustment is a positive amount; *provided, however*, that in no case will the TIER Adjustment Charge for any Fiscal Year exceed the amount that is the product of the Base Fixed Energy and the maximum additional charge per MWh set forth below for the applicable Fiscal Year:

<u>Fiscal Years</u>	<u>Maximum Additional Charge</u>
2008-2011	\$1.95 per MWh
2012-2014	\$2.95 per MWh
2015-2017	\$3.55 per MWh
2018-2020	\$4.15 per MWh
2021-2023	\$4.75 per MWh

If the TIER Adjustment shall be negative, there will be an Excess TIER Amount and no TIER Adjustment Charge.

4.7.2 Prior to each Fiscal Year, Big Rivers shall estimate both the TIER Adjustment and, if the TIER Adjustment is positive, the TIER Adjustment Charge based on the Budget for such Fiscal Year. Kenergy shall collect such estimated amount from Century in equal monthly installments as part of the Monthly Charge for each Billing Month during the applicable Fiscal Year.

4.7.3 Within 45 days following the end of the first, second and third fiscal quarters of each Fiscal Year, Big Rivers shall again estimate the TIER Adjustment and the corresponding amount of the TIER Adjustment Charge based on a comparison of the Budget and year-to-date results of operations, and shall calculate a modified amount to be collected from, or refunded as a credit to, the Monthly Charge to Kenergy with respect to service to Century during the remaining portion of the Fiscal Year, including any amounts necessary to address any estimated under- or over-collection of the TIER Adjustment Charge from Century as compared to the Budget during the remainder of the Fiscal Year. Kenergy shall collect or credit such modified amount from Century in equal monthly installments as part of the Monthly Charge for the remaining Billing Months of the subject Fiscal Year.

4.7.4 As soon as reasonably practicable but no later than 120 days after the end of each Fiscal Year, Big Rivers shall calculate the TIER Adjustment and TIER Adjustment Charge for such Fiscal Year. The TIER Adjustment Charge for such Fiscal Year shall be compared to the aggregate amounts paid by Century in respect of the estimated TIER Adjustment Charge for such Fiscal Year, and the difference between such amounts shall be included as a charge or credit, as applicable, in the Monthly Charges for the fourth Billing Month of the next Fiscal Year.

4.7.5 The “TIER Adjustment” shall be the amount of incremental revenue, whether positive or negative, calculated with respect to each Fiscal Year after determination of Net Margins for such Fiscal Year (excluding amounts payable to Kenergy with respect to or relating to the revenue that results from the TIER Adjustment Charge and the “TIER Adjustment Charge” as defined in the Alcan Retail Agreement), that is necessary for Big Rivers to receive in order to achieve a TIER of 1.24 for such Fiscal Year; *provided, however*, that if the Service Period commences or terminates on a date other than the first or last day of a Fiscal Year and to give effect to this Section 4.7.5, the TIER Adjustment will be calculated on an Hourly basis only with respect to the partial period of the first or final Fiscal Year of the Service Period, as applicable. The determination of the TIER Adjustment shall be subject to the following:

(a) It shall be assumed that: Big Rivers shall have generated additional revenue from service to the Members for resale to the Non-Smelter Ratepayers as if Big Rivers had increased the Non-Smelter Member Rates by a weighted average of 2.00% in 2010, another 2.50% in 2018 and another 4.00% in 2021 if and to the extent Big Rivers had not prior to or during the year of the calculation increased the Non-Smelter Member Rates by at least such amounts. The revenues from any roll-in of the costs associated with costs recovered under the FAC, the Environmental Surcharge Rider or the Regulatory Account that are incorporated into base rates comprising a portion of the Non-Smelter Member Rates will not constitute an increase in the Non-Smelter Member Rates for purposes of this clause (a), and the revenues attributable to any such roll-in will be excluded in calculating the percentage of any increases in the Non-Smelter Member Rates. The expiration or termination of Big Rivers’ Member Discount

Adjustment Rider shall be deemed to be an increase in the Non-Smelter Member Rates for purposes of this clause (a), without regard to whether such expiration or termination occurs prior to, on or after the Effective Date.

(b) It shall be assumed that: If a Member provides electric service to a New Ratepayer with a Firm demand in excess of 15 MW, such Member shall have paid to Big Rivers for wholesale Energy purchased and resold to the New Ratepayer at a price equal to the greater of: (i) the amount paid for such service and (ii) an amount calculated for the same period equal to (A) a rate, expressed in dollars per MWh, resulting from the application of the Large Industrial Rate to a load with the New Ratepayer's load factor, plus \$0.25 per MWh, *plus* (B) the sum of the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis), *plus* (C) the Surcharge (the Surcharge being calculated on an amount per MWh based on Base Fixed Energy for such Fiscal Year) set forth in Section 4.11; *plus* (D) amounts corresponding to the amount per MWh paid by Kenergy during the same period for the TIER Adjustment Charge. If a Member provides electric service to a New Ratepayer with a Firm demand of 15 MW or less, such Member shall have paid to Big Rivers for wholesale Energy purchased and resold to the New Ratepayer at a price equal to the sum of (i) the Large Industrial Rate and (ii) the sum of the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis). For purpose of this clause (b), the revenues produced by any surcharge with respect to a New Ratepayer similar to the Surcharge or the "Surcharge" under the Alcan Retail Agreement will be assumed to accrue solely to the benefit of the Non-Smelter Ratepayers except to the extent such surcharge is paid by or imputed to a New Ratepayer pursuant to subclause (A) of this clause (b). The assumptions contained in this clause (b) shall not apply with respect to a New Ratepayer that first interconnects with Big Rivers' transmission system during the last three Fiscal Years of the Service Period or following notice of termination of this Agreement or the Alcan Retail Agreement.

(c) It shall be assumed that: Big Rivers' interest expense shall have been reduced by the product of (i) Big Rivers' average effective interest rate for borrowed money for the prior Fiscal Year, and (ii) the aggregate amount of any patronage capital retired by Big Rivers to its Members during the Service Period (other than any distribution from the Rural Economic Reserve, the Economic Reserve or the Transition Reserve or relating to the Surcharge or the "Surcharge" under the Alcan Retail Agreement), from and after the date of such retirement.

(d) It shall be assumed that: Interest on construction work-in-progress relating to the construction of new electric generating facilities or transmission facilities shall have been capitalized by Big Rivers if it has the right to elect to do so or it is obligated to capitalize such interest under Accounting Principles unless a Governmental Authority has approved the inclusion of such interest expenses in Big Rivers' revenue requirements for rate-making purposes or otherwise approved a surcharge for collecting such interest expenses.

(e) If Big Rivers acquires or constructs non-peaking electric generating facilities alone or with others ("New Facilities"), Big Rivers' interest expenses shall not include the interest imputed on the debt relating to the New Facilities ("Imputed Interest"); *provided, however*, that if a Governmental Authority has approved the inclusion of such

generating facilities in Big Rivers' revenue requirements for rate-making purposes or otherwise approved a surcharge to provide for the recovery of the costs of such New Facilities, then actual interest expense with respect to such New Facilities shall be included in the TIER calculation to the extent recovery is permitted; *provided, further*, that this clause (e) may not cause the TIER Adjustment to become negative. For purposes of determining Imputed Interest, it shall be assumed that the New Facilities were financed 80% with debt and 20% with equity. Imputed Interest shall equal the product of (i) the weighted average interest rate on Big Rivers' debt for the Fiscal Year, and (ii) the amount of debt equal to 80% of the capital invested in the New Facilities.

(f) It shall be assumed that: The Rural Economic Reserve, the Economic Reserve and the Transition Reserve shall not generate any revenue or tax liability and the application of funds from the Rural Economic Reserve, the Economic Reserve or the Transition Reserve shall not result in any change in the Net Margins of Big Rivers.

(g) It shall be assumed that: Big Rivers shall have made no payment for damages or indemnification to or for the benefit of a Smelter with respect to the provision of Electric Services or "Electric Services" as defined in the Alcan Retail Agreement.

(h) It shall be assumed that: Big Rivers shall have paid no criminal penalties with respect to its acts or omissions other than criminal penalties that a Governmental Authority has approved the inclusion of in Big Rivers' revenue requirements for rate-making purposes or otherwise approved a surcharge for collecting such penalties.

(i) It shall be assumed that: Big Rivers shall have received no proceeds from the sale of Energy to the wholesale market pursuant to Section 4.13.3 or the corresponding section of the Alcan Retail Agreement.

(j) It shall be assumed that: Big Rivers shall have incurred no expenses that are impermissible for inclusion in rates of electric generation and transmission cooperative utilities subject to the jurisdiction of the KPSC for rate-making purposes (currently including advertising expenses, branding expenses, charitable contributions and lobbying expenses) or specifically disallowed for rate making purposes by a Governmental Authority; *provided, however*, that denial by a Governmental Authority of expense recovery through the FAC or the Environmental Surcharge Rider shall not constitute an expense that is impermissible for inclusion in rates if the nature of such expense is recoverable in base rates.

(k) It shall be assumed that: There are no revenues and expenses associated with non-regulated businesses of Big Rivers.

(l) It shall be assumed that: No interest is paid pursuant either to Section 5.3 or Section 5.4 or pursuant to the corresponding sections of the Alcan Retail Agreement.

(m) It shall be assumed that: No amounts have been or are payable with respect to Excess Reactive Demand Charges or with respect to "Excess Reactive Demand Charges" under the Alcan Retail Agreement.

(n) It shall be assumed that: No administrative fee shall have been received by Big Rivers as a result of any Surplus Sales, Undeliverable Energy Sales or Potline Reduction Sales or sales of Energy pursuant to the corresponding sections of the Alcan Retail Agreement.

(o) Additional costs related to a change in Big Rivers' depreciation rates may not be included in the calculation of the TIER Adjustment unless such change has been approved, consented to or accepted by the KPSC or, if the KPSC no longer has jurisdiction over Big Rivers, by the RUS or any other Governmental Authority having jurisdiction over such change, if any.

(p) It shall be assumed that: The amortization of any Restructuring Amount is zero.

4.7.6 Any proceeds received or transaction costs paid by Big Rivers as part of or in connection with the consummation of the Unwind Transaction shall be disregarded for purposes of computing the TIER Adjustment Charge for the Fiscal Year in which the Unwind Transaction occurs.

4.8 Adjustable Charges.

4.8.1 The "FAC Charge" shall be the product of the FAC Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.8.2 The "Non-FAC Purchased Power Adjustment Charge" shall be the product of the Non-FAC Purchased Power Adjustment Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.8.3 The "Environmental Surcharge" shall be the product of the Monthly Environmental Surcharge Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.9 Rebate. If there is an Excess TIER Amount in any Fiscal Year and Big Rivers elects to implement a rebate to its Members in respect thereof, then no later than the first day of the fifth month of the following Fiscal Year, Kenergy will credit to Century an amount (the "Rebate") equal to the product of:

(i) the Excess TIER Amount, and

(ii) a fraction:

(1) the numerator of which is the Base Fixed Energy for such Fiscal Year, and

(2) the denominator of which is the sum during the applicable Fiscal Year of (A) Big Rivers' aggregate sales of Energy to Members for resale to Non-Smelter Ratepayers, (B) the Base Fixed Energy, and (C) the aggregate amount of "Base Fixed Energy" as defined in the Alcan Retail Agreement (without regard to whether the Alcan Retail Agreement is then in effect).

4.10 Equity Development Credit. If there is an Excess TIER Amount in any Fiscal Year and Big Rivers does not elect to implement a rebate to its Members, then no later than the first day of the fifth month of the following Fiscal Year, Kenergy will credit against the next Monthly Charge an amount (the “Equity Development Credit”) equal to the product of:

- (i) the Excess TIER Amount, and
- (ii) a fraction:
 - (1) the numerator of which is the Base Fixed Energy for such Fiscal Year, and
 - (2) the denominator of which is the sum during the applicable Fiscal Year of (A) Big Rivers’ aggregate sales of Energy to Members for resale to Non-Smelter Ratepayers, (B) the Base Fixed Energy, and (C) the aggregate amount of “Base Fixed Energy” as defined in the Alcan Retail Agreement (without regard to whether the Alcan Retail Agreement is then in effect).

Notwithstanding the above, the Equity Development Credit for any Fiscal Year may not exceed an amount which would cause the charge for Base Fixed Energy (including Energy curtailed pursuant to Section 4.13.2 or sold to Third Parties pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, Section 10.2 as Undeliverable Energy Sales or Section 10.3 as Potline Reduction Sales) less the Equity Development Credit for such Fiscal Year on a per MWh basis to be less than (A) the Large Industrial Rate for a customer with a 98% load factor plus (B) the sum of the FAC Factor, the Environmental Surcharge Factor and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis).

4.11 Surcharge. In addition to any other amounts payable under this Agreement, and notwithstanding anything in this Agreement to the contrary, Century shall pay a surcharge (the “Surcharge”) equal to the sum of the following:

- (a) As applicable:
 - (i) \$241,472 each Billing Month from the Effective Date through and including December, 2011;
 - (ii) \$344,960 each Billing Month from January, 2012 through and including December, 2016;
 - (iii) \$481,188 each Billing Month from January, 2017 through the expiration of the stated Term of this Agreement; *plus*
- (b) For any Billing Month, the product of (i) Base Fixed Energy and (ii) \$0.60 per MWh; *plus*
- (c) For any Billing Month, the product of (i) Base Fixed Energy and (ii) the number of cents per MW per Hour (which number shall not exceed 60 or be less than zero) that Big Rivers’ projected annual average costs per MWh for fuel consumed by Big Rivers

in its coal-fired generation as set forth in its Budget are greater than the amounts set forth on Schedule 4.11(c), in each case, for that Fiscal Year relating to such Billing Month. Big Rivers shall within 45 days following the end of each fiscal quarter compute its actual costs per MWh for fuel consumed by Big Rivers' coal-fired generation in each Billing Month for such fiscal quarter and shall calculate (on a fiscal-year-to-date basis in a manner consistent with this Section 4.11(c)) an additional amount to be paid by or credited to Century based on such actual costs incurred for fuel consumed compared to the amounts set forth in the Budget for such Billing Months; *provided*, any additional amounts to be paid by or credited to Century shall be applied to amounts due for the remainder of the Fiscal Year under this Section 4.11(c). Within 120 days of the end of each Fiscal Year, an additional amount shall be credited to Century if necessary so that the total amounts paid pursuant to this Section 4.11(c) for such Fiscal Year shall not exceed an amount equal to the product of Base Fixed Energy for such Fiscal Year and 60 cents per MW per Hour; such amount shall be included as a credit, if applicable, in the Monthly Charges for the fourth Billing Month of the next Fiscal Year; *minus*

(d) For each of the first 96 Billing Months, \$113,412.

The obligations of Century to pay the Surcharge will cease to accrue upon the termination of this Agreement. Sample calculations of the Surcharge under Section 4.11(c) are set forth in Exhibit A.

4.12 Retail Fee. For any Billing Month, the "Retail Fee" shall, unless modified in accordance with Section 13.1.2, be an amount equal to the sum of:

- (a) the product of:
 - (i) \$0.000045 per kWh, and
 - (ii) the sum of the Base Monthly Energy, Supplemental Energy, and Back-Up Energy purchased by Century pursuant to this Agreement, and
- (b) \$2,614 per month.

4.13 Credits.

4.13.1 Surplus Sales, Undeliverable Energy Sales and Potline Reduction Sales. For any Billing Month, Kenergy will credit Century (a) the Net Proceeds of any Surplus Sales pursuant to Section 10.1 to the extent of the Avoidable Base Charge; and (b) the amount of Net Proceeds of any Undeliverable Energy Sales or Potline Reduction Sales to which Century is entitled pursuant to Section 10.2 or Section 10.3, respectively, less \$0.25 per MWh as an administrative fee in each case. Sample calculations of the Net Proceeds from Surplus Sales, Undeliverable Energy Sales and Potline Reduction Sales that would be credited to Century are set forth in Exhibit A.

4.13.2 Curtailment of Purchased Power. For any Billing Month, Kenergy will credit Century for any Hour during such Billing Month an amount equal to the product of (a) the Market Reference Rate during such Hour, and (b) the amount of Base Demand per Hour

curtailed, if any, during such Hour in an amount and for a duration mutually agreed among Century, Kenergy and Big Rivers pursuant to this Section 4.13.2 and the corresponding section of the Alcan Retail Agreement. If both Century and Alcan agree to the curtailment of the delivery of Base Demand per Hour pursuant to this Section 4.13.2 and the corresponding section of the Alcan Retail Agreement, Century and Alcan shall notify Kenergy and Big Rivers as to whose curtailment shall take precedence. If Kenergy and Big Rivers are not notified as to whose curtailment shall take precedence, the Smelter whose curtailment is largest shall take precedence, and if the amount of curtailment by each Smelter is the same, then the Smelter whose curtailment notice was received by Kenergy and Big Rivers first shall take precedence. From time to time, Century shall notify Kenergy and Big Rivers of the minimum price at which it is willing to consider curtailment of the delivery of Base Demand per Hour pursuant to this Section 4.13.2. Notwithstanding the foregoing, Century hereby releases Kenergy and Big Rivers from any or all claims or liabilities resulting from a failure of Kenergy or Big Rivers to fulfill its obligations pursuant to this Section 4.13.2 (other than applying credits under this Section 4.13.2 to the Monthly Charge), including a failure to notify Century of Energy prices reaching or exceeding the minimum price at which Century will consider curtailment. Sample calculations of credit that would be due to Century for curtailment of purchased power are set forth in Exhibit A.

4.13.3 Economic Sales. For any Billing Month, Kenergy will credit Century 100% of the Net Proceeds Kenergy receives from Big Rivers (which is 75% of the Net Proceeds that Big Rivers receives) in respect of the curtailment of the delivery of Base Demand per Hour in an amount and for a duration mutually agreed among Century, Kenergy and Big Rivers if Big Rivers sells such curtailed Base Demand per Hour to the wholesale Energy market ("Economic Sales"); *provided*, that unless otherwise agreed among Kenergy, Century and Big Rivers, (a) the amount of Base Demand per Hour curtailed by Century may not exceed 100 MW per Hour, (b) the number of curtailments each year shall be limited to twelve, and (c) each curtailment may not last longer than four Hours, and *provided further*, that Big Rivers shall have no obligation to make Economic Sales until after Big Rivers first sells all of its own surplus Energy to the wholesale Energy market. If both Century and Alcan agree to the curtailment of the delivery of Base Demand per Hour pursuant to this Section 4.13.3 and the corresponding section of the Alcan Retail Agreement, Century and Alcan must notify Kenergy and Big Rivers as to whose curtailment shall take precedence. If Kenergy and Big Rivers are not notified as to whose curtailment shall take precedence, the Smelter whose curtailment is largest shall take precedence, and if the amount of curtailment by each Smelter is the same, then the Smelter whose curtailment notice was received by Kenergy and Big Rivers first shall take precedence. From time to time, Century shall notify Kenergy and Big Rivers of the minimum price at which it is willing to consider curtailment pursuant to this Section 4.13.3. Notwithstanding the foregoing, Century hereby releases Kenergy and Big Rivers from any or all claims or liabilities resulting from the failure of Kenergy or Big Rivers to fulfill its obligations pursuant to this Section 4.13.3 (other than applying credits under this Section 4.13.3 to the Monthly Charge), including a failure to notify Century of Energy prices reaching or exceeding the price of which Century will consider curtailment and the failure to make such sales after such notification. Sample calculations of the portion of the Net Proceeds from Economic Sales that would be credited to Century are set forth in Exhibit A.

4.13.4 Market Energy Sales. For any Billing Month, Kenergy will credit Century all revenues derived from the resale of Market Energy purchased from Third Party Suppliers, net

of any transmission services charges or any other charges or other expenses in connection therewith whenever incurred, that Kenergy receives from the sale of Market Energy to Third Parties pursuant to Section 2.3.2(c)(v). Sample calculations of credit that would be due to Century for such sales of Market Energy are set forth in Exhibit A.

4.14 Other Amounts. For any Billing Month, any amounts payable pursuant to Section 10.1.4, 10.2.3 or 10.3.7 shall be added to or subtracted as applicable from the calculation of the Monthly Charge.

4.15 Taxes. No state or local sales, excise, gross receipts or other taxes are included in the charges and credits set forth in this Article 4. Century shall pay or cause to be paid any such taxes which are now or hereafter become applicable to the sale of Electric Services to Century under this Agreement.

ARTICLE 5

BILLING

5.1 Monthly Invoice. Kenergy shall bill Century on or before the tenth Business Day of each month for the Monthly Charge as calculated pursuant to Article 4 based on the sale of Electric Services during the most recently ended Billing Month plus any other amounts then due and owing pursuant to this Agreement. Century shall pay Kenergy (or Big Rivers on behalf of Kenergy) the Monthly Charge and any other amounts due and owing in immediately available funds to an account designated in the Lockbox Agreement on the Business Day following the 24th day of the month following the Billing Month or such earlier date of such month on which the Members' payment to Big Rivers for the provision of electric services is due. For the convenience of the Parties, and to facilitate satisfaction of Kenergy's obligation to Big Rivers, Century hereby acknowledges and consents to the assignment by Kenergy to Big Rivers of its right to receive such payment from Century under this Agreement other than with respect to the Retail Fee and Kenergy's rights to collect and enforce collection of such amounts due from Century. If Big Rivers owes credits or funds to Kenergy for the benefit of Century, Kenergy hereby assigns such credits or funds to Century and shall cooperate with and assist Century with respect to any collections of amounts due from Big Rivers to Kenergy; *provided*, that Century shall reimburse Kenergy for any reasonable expenses Kenergy incurs in providing such cooperation or assistance.

5.2 Right to Discontinue Service. If Century fails to pay any monthly invoice rendered by Kenergy (or Big Rivers on behalf of Kenergy) within the time prescribed in Section 5.1, Kenergy may discontinue delivery of any or all Electric Services hereunder upon 120 Hours prior written notice to Century and Big Rivers of its intention to do so. Kenergy's discontinuance of such service for non-payment will not in any way affect, diminish or limit the obligations of Century to make all payments required under this Agreement, as and when due.

5.3 Default Interest. If any monthly invoice rendered by Kenergy (or Big Rivers on behalf of Kenergy) is not paid on the due date, interest will accrue and become payable by Century to Kenergy on all unpaid amounts at a rate of four percentage points over the Prime Rate commencing on the first day after the due date.

5.4 Payments Under Protest. If any portion of any monthly statement is disputed by Century, the disputed amount must be paid, under protest, when due. If the disputed amount of the payment is found to be incorrect, following receipt from Big Rivers, Kenergy (or Big Rivers on behalf of Kenergy) shall promptly cause to be refunded to Century the amount that was not then due and payable, together with interest at the Prime Rate commencing on the first day after the date of payment and accruing on each day thereafter until the date the refund is made.

5.5 Release and Indemnification.

(a) Century (i) shall release Kenergy from any and all claims Century may have against Kenergy for the failure of Big Rivers to satisfy its obligations under the Century Wholesale Agreement, and (ii) agrees to indemnify, hold harmless and defend Kenergy from and against any and all claims Big Rivers may assert against Kenergy in connection with any failure by Big Rivers to perform under the Century Wholesale Agreement, but only if Kenergy shall have fully performed its obligations set forth in clause (b) below.

(b) If Big Rivers shall default under the Century Wholesale Agreement, Kenergy shall immediately deliver to Century (i) a power-of-attorney with full power of substitution which shall designate Century or its designee as Kenergy's attorney-in-fact (which shall be coupled with an interest and irrevocable) for purposes of negotiating and prosecuting any and all claims Kenergy may have against Big Rivers for a failure of Big Rivers to satisfy its obligations under the Century Wholesale Agreement and to file or prosecute any claim, litigation, suit or proceeding before any Governmental Authority in the name of Kenergy or in its own name, or take such other action otherwise deemed appropriate by Century for the purposes of obtaining legal or equitable relief as a result of the failure of Big Rivers to satisfy its obligations under the Century Wholesale Agreement and to compromise, settle, or adjust any suit, action or proceeding related to Big Rivers' failure to satisfy such obligations and to give such discharges or releases as Century may deem appropriate, and (ii) an assignment conveying to Century all of Kenergy's right, title and interest in and to any legal, equitable or other relief, including the recovery of damages and the grant of injunctive relief or other remedies to which Kenergy may be entitled with respect to Big Rivers' failure to satisfy its obligations under the Century Wholesale Agreement. The power-of-attorney and the assignment shall be in form and substance reasonably satisfactory to Century and shall be legally effective and enforceable under Kentucky or other Applicable Law.

5.6 No Waiver. No payment made by Century pursuant to this Article 5 will constitute a waiver of any right of Century to contest the correctness of any charge or credit.

5.7 No Payment. In no case shall Kenergy or Big Rivers be obligated to make a payment to Century in connection with the application of a credit to Century's Monthly Charges except to the extent otherwise expressly provided in Section 10.2.1(a) with respect to Undeliverable Energy Sales.

ARTICLE 6

EFFECTIVE DATE AND CONDITIONS

6.1 Effective Date. The obligations of the Parties under Article 2, Article 3, Article 4, Article 5, Section 7.3, Article 8, Article 9, Article 10, Article 11, Article 12, Article 13, Article 14 and Section 16.5 shall not commence until the Effective Date. The “Effective Date” will occur on the first date each of the conditions set forth in Section 6.2 has been satisfied in full or waived in writing by the Party in whose favor such condition exists (to the extent one or more conditions is subject to being waived).

6.2 Conditions to Occurrence of Effective Date. The following shall be conditions to the occurrence of the Effective Date:

6.2.1 Each of the representations and warranties of the Parties contained in this Agreement and the representations and warranties of Big Rivers and Kenergy in the Century Wholesale Agreement will be true and correct as of the date hereof and the Effective Date (as though such representations and warranties were made at and as of the date hereof and the Effective Date), and each of the Parties shall have received a certificate to such effect from the other Party with respect to the other Party’s representations and warranties in this Agreement and Century shall have received a certificate to such effect from Kenergy and Big Rivers in respect of their respective representations and warranties in the Century Wholesale Agreement.

6.2.2 The Unwind Transaction will have been consummated, including the termination of the agreements set forth on Schedule 6.2.2.

6.2.3 Each of the documents and agreements set forth in Schedule 6.2.3 will have been duly authorized, executed and delivered by the parties thereto, and all conditions precedent to the effectiveness of such agreements will have been satisfied or waived, and shall, if amended after the date hereof and prior to the Effective Date, be acceptable to Century.

6.2.4 The Century Wholesale Agreement shall be acceptable in form and substance to Century and shall not have been amended, or, if amended, shall be acceptable in form and substance to Century.

6.2.5 The Century Guarantee will have been duly authorized, executed and delivered by Century Parent and be in full force and effect.

6.2.6 Release documents releasing the liabilities and obligations under the documents listed on Schedule 6.2.2 will have been duly authorized, executed and delivered by Big Rivers, Kenergy, Alcan, LG&E and Century, as applicable.

6.2.7 No authorization or approval or other action by, and no notice to or filing or registration with, or license or permit from any Person, including any Governmental Authority, will be necessary prior to start of the Service Period, other than (i) as may be required under Applicable Law to be obtained, given, accomplished or renewed at any time or from time to time after the Effective Date and which are routine in nature or which cannot be obtained, or are not normally applied for, prior to the time they are required and which Kenergy has no reason to believe will not be timely obtained and in each case which do not prevent provision of Electric Services as described herein, and (ii) with respect to the approval of the KPSC or FERC, on the Effective Date, such approvals will have been duly given or issued, received and will be in full

force and effect and unappealable, and all conditions therein will have been satisfied to the extent required to be satisfied by Kenergy or Big Rivers on or prior to the Effective Date.

6.2.8 The Century Wholesale Agreement, the Alcan Wholesale Agreement and the Alcan Retail Agreement will have been duly authorized, executed and delivered by the parties thereto and be in full force and effect and all conditions precedent to the effectiveness will have been satisfied or waived other than conditions within the control of Kenergy or conditions that automatically will become effective simultaneously with the Effective Date or the Unwind Transaction.

6.2.9 No authorization or approval or other action by, and no notice to or filing or registration with, or license or permit from any Person, including any Governmental Authority, will be necessary for the execution, delivery or performance by Century of its obligations under this Agreement.

6.2.10 RUS shall have consented to the Unwind Transaction and the New Transaction and to all arrangements and agreements required to implement the Unwind Transaction and the New Transaction.

6.3 Efforts to Satisfy Conditions to Effective Date. Each of the Parties shall use commercially reasonable efforts and act in good faith to satisfy all of the conditions set forth in Section 6.2 at the earliest practicable date (other than those which the applicable Party agrees to waive). At such time as Kenergy or Century believes such conditions have been satisfied, such Party shall notify the other Party in writing. The obligations of the Parties under this Section 6.3 will continue until the earlier of (a) such time as this Agreement terminates pursuant to Section 7.2, and (b) the Effective Date.

ARTICLE 7

TERM AND TERMINATION

7.1 Term. Subject to Section 6.1, this Agreement will become binding on the Parties on the date of execution and delivery by the Parties and will remain in full force and effect until December 31, 2023 (the "Term"), unless earlier terminated pursuant to the terms hereof.

7.2 Termination Prior to Effective Date. This Agreement may be terminated without cost or penalty prior to the occurrence of the Effective Date in accordance with this Section 7.2.

7.2.1 Termination for Failure to Satisfy Conditions to Effective Date. Either Party may terminate this Agreement without cost or penalty by providing five Business Days' prior written notice of termination to the other Party upon the failure of the conditions in Section 6.2 to be satisfied in full or waived by the Person in whose favor the condition exists on or before July 31, 2009, or such later date as the Parties may agree, unless any such condition is satisfied or waived by the applicable Person within such five Business Day period.

7.2.2 Termination In Event Unwind Transaction Will Not Be Consummated. This Agreement may be terminated by either Party at any time prior to the Effective Date upon

receipt of notice from LG&E or Big Rivers that either LG&E or Big Rivers does not intend to consummate the Unwind Transaction.

7.2.3 Termination Due to KPSC Modification. If the KPSC issues an order on any of the filings by Big Rivers or other Persons seeking necessary approvals for the Unwind Transaction and the New Transaction that disapproves or changes the pricing or other material terms of this Agreement or the Century Wholesale Agreement or Big Rivers' ability to recover costs from the Smelters or the Non-Smelter Ratepayers other than as contemplated in connection with the New Transaction, either Party may terminate this Agreement without cost or penalty by providing written notice of termination to the other Party and Big Rivers no later than three Business Days after the first to occur of the following: (i) the last date on which a petition for re-hearing may be filed if such a petition has not been filed, (ii) the date on which the KPSC issues an order denying the request for re-hearing for any petition for re-hearing that may have been filed during the allowed period and (iii) if a rehearing occurs, following the date on which an order on rehearing is issued.

7.2.4 Termination Due to Business Judgment.

(a) Either Party may terminate this Agreement without cost or penalty by providing written notice of termination to the other Party and Big Rivers if it determines in its business judgment, exercised in good faith, that based on information considered by it, including information provided by Big Rivers, Big Rivers' operations cannot produce during the first five years of the Service Period the charges projected in Big Rivers' financial model and filed with the KPSC in the application for approval of the New Transaction.

(b) Century may terminate this Agreement without cost or penalty by providing written notice of termination to Kenergy and Big Rivers if it determines in its business judgment, exercised in good faith, that there has been a material adverse change in the production facilities of Century or a material change in economic or business factors external to the terms of the New Transaction, that would have a material adverse financial effect on Century if the New Transaction is consummated.

7.2.5 Century Wholesale Agreement Termination. Kenergy may terminate this Agreement if Big Rivers terminates the Century Wholesale Agreement prior to the Effective Date.

7.2.6 Effect of Pre-Effective Date Termination. If this Agreement is terminated in accordance with this Section 7.2, Kenergy and Century acknowledge and agree that the Existing Century Agreement and the Kenergy/LG&E Contract and all other related documents and agreements will continue in full force and effect as if this Agreement had not been executed and delivered by the Parties.

7.3 Termination After the Effective Date. This Agreement may be terminated after the occurrence of the Effective Date in accordance with this Section 7.3.

7.3.1 Termination for Closing of Hawesville Smelter.

(a) Century may terminate this Agreement as of a date not less than one year from the date it provides written notice (a “Notice of Termination for Closure”) to Kenergy and Big Rivers of the termination of this Agreement in accordance with this Section 7.3 in connection with the termination and cessation of all aluminum smelting operations at the Hawesville Smelter.

(b) No termination pursuant to Section 7.3.1(a) may be effective prior to December 31, 2010. If Alcan has given a “Notice of Termination for Closure” under the Alcan Retail Agreement prior to the delivery of Notice of Termination for Closure by Century and if the Transmission Upgrade has not been completed at the time of such termination, Century may not exercise its right to terminate this Agreement pursuant to this Section 7.3.1 with an effective date prior to December 31, 2011. To be effective, any Notice of Termination for Closure must be accompanied by a certificate of the president of Century Parent including a representation and warranty that it has made a business judgment in good faith to terminate and cease all aluminum smelting at the Hawesville Smelter and has no current intention of re-commencing smelting operations at the Hawesville Smelter.

7.3.2 Termination for Event of Default. This Agreement may be terminated following the occurrence and during the continuation of an Event of Default pursuant to Article 14.

ARTICLE 8

METERING

8.1 Metering Facilities. Kenergy will provide or cause to be provided metering facilities at the Point of Delivery which measure Hourly kW, kWh, kilovars, kilovar-hours and voltage fluctuation spectra.

8.2 Reading. Kenergy will read or cause to be read the meters at the Point of Delivery on the last date of each month (or such other date as may be agreed upon by the Parties).

8.3 Testing. Kenergy will test, or cause to be tested, the calibration of the meters at the Point of Delivery by comparison of accurate standards at least once every twelve months (or more often if so required by Applicable Law) and will give Century not less than five Business Days’ prior notice of such testing. Century will have the right to observe and participate in all meter tests. Meters registering not more than plus or minus 1% inaccurate will be deemed to be accurate (unless Applicable Law establishes a standard more stringent than 1%, in which case, the more stringent standard will apply). The reading of any meter which will have been disclosed by tests to be inaccurate will be corrected for the 60 days before such tests (or for such shorter period if applicable) in accordance with the percentage of inaccuracy found by such tests. If any meter should fail to register for any period, the Parties and Big Rivers will make mutually

agreed upon estimates for such period from the best information available. If Century requests a special meter test, Kenergy shall cause such test to be conducted; *provided, however*, that if any special meter test made at the request of Century discloses that the meters are not more than plus or minus 1% inaccurate, Century shall reimburse Kenergy for the reasonable cost of such test. In all other respects, meters through which Kenergy delivers Energy to Century shall be installed, operated, maintained and tested in accordance with all Applicable Law and Prudent Utility Practice.

ARTICLE 9

OPERATIONAL MATTERS

9.1 Operations and Operational Responsibility. In carrying out the requirements of this Agreement, each Party will comply with the reliability criteria, standards, guidelines and operating procedures of any national electric reliability organization, SERC, Applicable Law and any regional transmission organization (if applicable), and neither Party will be required to take any action in violation of any thereof.

9.1.1 Kenergy will operate and maintain or cause to be operated and maintained any facilities owned by it on the premises of Century.

9.1.2 Century will operate and maintain, or cause to be operated and maintained, all of the facilities and equipment owned by it.

9.2 Facilities Provided by Kenergy. Kenergy has caused to be furnished and installed, or shall cause to be furnished or installed, all of the facilities required for the delivery of Energy to the Point of Delivery, as well as the 161 kilovolt transmission lines required between the Point of Delivery and Century's electrical substation. Kenergy shall install and maintain, or shall cause to be installed and maintained, any and all interconnection equipment, metering, or substation equipment, and other equipment, including switching and protective equipment, necessary to deliver Energy to Century at the Point of Delivery. Kenergy will keep or cause to be kept, all such equipment in good working order, condition and repair (ordinary wear and tear excepted) such that all such equipment is capable of operating, consistent with Prudent Utility Practice, to the extent necessary to assure sufficient capability to take and use the Electric Services to be delivered by Kenergy to Century as provided for in this Agreement.

9.3 Facilities Provided by Century.

9.3.1 Century has provided or shall provide, without cost to Kenergy or Big Rivers all easements for rights-of-way upon Century's property at the Hawesville Smelter (at such locations and of such dimensions as may be mutually agreed upon) for Big Rivers' transmission lines and for any Kenergy distribution lines.

9.3.2 Century has furnished and installed, shall furnish and install, or cause to be furnished or installed, such facilities and equipment as may be necessary to enable it to receive and use Energy purchased hereunder at and from Century's substation located adjacent to the Hawesville Smelter, including such protective devices as may be reasonably necessary to protect Big Rivers' transmission system from disturbance caused by Century. Additional plans

for equipment to be installed for such protection of the facilities of Kenergy or Big Rivers shall be submitted to Kenergy and Big Rivers for prior approval.

9.4 Curtailment. If Big Rivers determines in accordance with Prudent Utility Practice, or in compliance with any national electric reliability organization, SERC, Applicable Law and other regulation, any applicable regional transmission organization, or other applicable operating criteria or rules, that a System Emergency has occurred or is imminent, and after suspending or reducing deliveries to Persons purchasing interruptible Energy from Big Rivers, Kenergy may suspend or reduce the delivery of Energy hereunder and may cease to make available in whole or in part the Electric Services, in each case to the extent caused by, or that Kenergy or Big Rivers determines necessary or prudent under the circumstances to prevent or attempt to prevent, or counter or reduce the effects of, such System Emergency. Century acknowledges and agrees that any curtailment caused by a System Emergency (or for any other reason) that cannot be avoided after the suspension or reduction of deliveries to Persons purchasing interruptible Energy from Big Rivers will be effected in a non-discriminatory manner consistent with Big Rivers' then-current policies and procedures. Kenergy shall request Big Rivers notify Century as to the occurrence or threatened occurrence of any System Emergency or other event that may require curtailment, its cause and its impact on the delivery of Energy or the provision of Electric Services, as soon as practicable. Kenergy will not be obligated to supply Electric Services to the extent suspended or curtailed as a result of the System Emergency.

9.5 Ownership and Removal of Equipment. Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed, by either of the Parties hereto (or by Big Rivers) on or in the premises of the other Party (or Big Rivers) to receive service under this Agreement shall be and remain the property of the Party (or Big Rivers) owning and installing such equipment, apparatus, devices or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement or any extension thereof, the owner (including, if applicable, Big Rivers) of any equipment, apparatus, devices or facilities on the property of a Party shall have the right to enter upon the premises of that Party, and shall, within a reasonable time and at the sole expense of the owner, remove such equipment, apparatus, devices or facilities.

9.6 Right of Access. Century grants the duly authorized agents and employees of Kenergy and Big Rivers the right to reasonable access to the premises of Century to the extent reasonably required for the purposes of installing, repairing, inspecting, testing, renewing or exchanging any or all of its equipment located on the premises of Century, for reading or testing meters, or for performing any other work incident to the performance of this Agreement. Kenergy or Big Rivers shall make reasonable advance arrangements before entering the premises of Century.

9.6.1 Century shall use commercially reasonable efforts to properly protect the property of Kenergy or Big Rivers, located on its premises, and shall permit no Person to inspect or adjust the wiring and apparatus of Kenergy (or Big Rivers) except with Kenergy's consent. Neither Party assumes the duty or responsibility of inspecting the wiring or apparatus of the other Party.

9.6.2 Century grants to Kenergy and its agents and employees a license to enter Century's electrical substation located adjacent to the Hawesville Smelter and upon Century's easements and rights-of-way to accomplish the purposes of this Agreement, *provided* that reasonable advance arrangements appropriate under the circumstances are made.

ARTICLE 10

COVENANTS

10.1 Surplus Sales.

10.1.1 Century may request that Kenergy sell Energy through Big Rivers which is surplus to Century's needs by delivering prior written notice to Kenergy and Big Rivers (a) identifying the portion of Base Demand per Hour Century requests Kenergy and Big Rivers sell and the associated times and duration of the requested sales, and (b) agreeing to curtail its demand per Hour so Century's actual demand and the Energy sold pursuant to this Section 10.1 ("Surplus Sales") is not expected to exceed the Base Demand per Hour. Kenergy and Big Rivers shall have no obligation to make Surplus Sales if the portion of Base Demand per Hour Century requests to be sold exceeds the Base Demand per Hour or is less than ten MW or not in integral multiples of one MW. For the avoidance of doubt, Surplus Sales shall not include sales of Economic Sales, Undeliverable Energy Sales or Potline Reduction Sales. Any request by Century pursuant to this Section 10.1 shall be irrevocable following Big Rivers' entry into contractual obligations with a Third Party relating to such Surplus Sales.

10.1.2 Century acknowledges and agrees that Big Rivers and Kenergy shall have no obligation to use any efforts to make Surplus Sales if Big Rivers, in its sole discretion exercised in good faith, estimates the Net Proceeds therefrom would be less than \$1.00 per MWh in excess of the sum of the Base Variable Rate, the FAC Factor, the Non-FAC Purchased Power Adjustment Factor and the Environmental Surcharge Factor (each calculated on a per MWh basis). Century acknowledges that neither Kenergy nor Big Rivers will have any obligation to market or resell Energy pursuant to this Section 10.1 (a) until Big Rivers first has sold or elected not to sell all amounts of its own surplus Energy, or (b) if Big Rivers is unable to sell any or all Energy as a result of transmission constraints (whether on or off Big Rivers' transmission system) or other constraints, including constraints imposed by Applicable Law.

10.1.3 For the avoidance of doubt, nothing in this Section 10.1 shall relieve Century of its obligation for the Base Energy Charge or the TIER Adjustment Charge or any other portion of the Monthly Charge pursuant to Article 4.

10.1.4 For any applicable Surplus Sale, (i) Century shall pay to Kenergy for payment to Big Rivers any excess of Big Rivers' actual income tax liability relating to such Surplus Sale over the estimated income tax liability for such Surplus Sale that was used for purposes of calculating the Net Proceeds on such Surplus Sale, and (ii) Kenergy shall pay to Century, upon Kenergy's receipt of such payment from Big Rivers, any excess of Big Rivers' estimated income tax liability for such Surplus Sale that was used for purposes of calculating the Net Proceeds on such Surplus Sale over the actual income tax liability of Big Rivers relating to such Surplus Sale.

10.2 Undeliverable Energy Sales.

10.2.1 Century shall notify Kenergy and Big Rivers of the occurrence of (i) any event which results in damage to or destruction of plant or equipment that renders all or a portion of the Hawesville Smelter unfit for normal use and limits Century's ability to engage in aluminum reduction operations thereat; (ii) Century's demand is initially reduced by at least 50 MW per Hour or more as a result thereof; (iii) such limitation is expected to continue for a period of 48 consecutive hours or longer; and (iv) the proximate cause of such casualty is not an intentional misconduct or willful misconduct of Century or any of its Affiliates. If and to the extent directed by Century, Kenergy immediately will request Big Rivers to use reasonable commercial efforts to sell an amount of Energy up to the corresponding reduction in Century's demand as a result of such event during the continuance of such limitation, subject to the same terms, conditions and limitations as set forth for Surplus Sales in Section 10.1. The sales of Energy described in this Section 10.2 shall be referred to as "Undeliverable Energy Sales." Century may provide such notice orally if followed promptly by written notice.

(a) For a period of up to six months from the date of the occurrence of such event, all of the Net Proceeds of any such sales (less the administrative fee pursuant to Section 4.13.1) shall be credited against the Monthly Charge or, if in excess of the Monthly Charge otherwise applicable, such excess shall be paid to Century. Upon Century providing a certificate representing that the event can not be remedied with reasonable diligence within six months, Century's rights under this Section 10.2 shall be extended for an additional period up to three months.

(b) Upon expiration of the period of Century's rights under this Section 10.2, neither Kenergy nor Big Rivers shall have any obligations to sell or cause to be sold Energy to a Third Party which otherwise would be available for purchase by Century hereunder except as otherwise expressly required pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, or Section 10.3 as Potline Reduction Sales. Undeliverable Energy Sales may not be greater than Base Demand per Hour.

(c) If the circumstances described in clauses (i), (ii), and (iv) of this Section 10.2.1 do not continue for a period of 48 consecutive hours or longer, such sales of Energy will be treated as Surplus Sales under Section 10.1 unless Section 10.3 applies.

10.2.2 CENTURY HEREBY WAIVES ANY AND ALL FUTURE CLAIMS OR OTHER RIGHTS FOR DAMAGES FROM KENERGY OR BIG RIVERS IN CONNECTION WITH ANY EVENT GIVING RISE TO OR RELATING TO AN EVENT RESULTING IN CENTURY NOT BEING ABLE TO ACCEPT ENERGY AS CONTEMPLATED BY SECTION 10.2.1, *PROVIDED* THAT THIS WAIVER SHALL NOT APPLY TO CLAIMS FOR DAMAGES OR OTHER REMEDIES BROUGHT BY THIRD PARTIES WHICH ARE NOT AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OF CENTURY. THIS WAIVER SHALL ALSO NOT APPLY TO CLAIMS FOR DAMAGES OR OTHER REMEDIES FROM KENERGY OR BIG RIVERS BROUGHT BY CENTURY OR ITS SUBROGEE IN CONNECTION WITH A CIRCUMSTANCE WHERE (I) CENTURY IS UNABLE TO ACCEPT ENERGY AS CONTEMPLATED IN SECTION 10.2.1, (II) BIG RIVERS IS UNABLE TO DELIVER ENERGY TO THE SMELTERS, AND (III) BIG RIVERS

IS UNABLE TO MAKE UNDELIVERABLE ENERGY SALES FROM ITS OWN GENERATING FACILITIES PURSUANT TO SECTION 10.2.1 ALL AS A RESULT OF INTENTIONAL MISCONDUCT OR WILLFUL MISCONDUCT OF BIG RIVERS.

10.2.3 For any applicable Undeliverable Energy Sale, (i) Century shall pay to Kenergy for payment to Big Rivers any excess of Big Rivers' actual income tax liability relating to such Undeliverable Energy Sale over the estimated income tax liability for such Undeliverable Energy Sale that was used for purposes of calculating the Net Proceeds on such Undeliverable Energy Sale, and (ii) Kenergy shall pay to Century, upon Kenergy's receipt of such payment from Big Rivers, any excess of Big Rivers' estimated income tax liability for such Undeliverable Energy Sale that was used for purposes of calculating the Net Proceeds on such Undeliverable Energy Sale over the actual income tax liability of Big Rivers relating to such Undeliverable Energy Sale.

10.3 Potline Reduction Sales.

10.3.1 Century may request Kenergy cause Big Rivers to sell 115 MW (plus or minus 10 MW) per Hour to Third Parties (such sales of Energy are referred to as "Potline Reduction Sales"), such amount subject to Section 10.3.2 below, on either a Firm basis or a System Firm basis by delivering not less than 30 days' prior notice to Kenergy and Big Rivers (which notice Kenergy and Big Rivers shall keep confidential) if (i) Century has ceased or will cease all aluminum smelting operations on one and only one of its potlines at the Hawesville Smelter (a "Potline Reduction"); (ii) Century is reasonably likely to be able to continue aluminum smelting operations with respect to all of its other potlines at the Hawesville Smelter as a result of the cessation of aluminum smelting operations on the potline referred to in clause (i); (iii) Century in good faith reasonably estimates the duration of such cessation will equal or exceed 12 months; and (iv) no Potline Reduction Sales have been made for a period of twelve consecutive months prior to the date of such notice. Such notice also shall state the requested duration of the sales of Energy and must be accompanied by a certificate of an officer of Century Parent certifying as to the matters set forth in clauses (i), (ii), (iii), and (iv) above.

10.3.2 Century, Kenergy and Big Rivers shall reasonably cooperate on a schedule for the graduated reduction and, in the case of a potline restoration, the graduated increase in Century's demand in such amounts and over a period of time as is mutually satisfactory.

10.3.3 Century may not withdraw its request for Potline Reduction Sales to the extent that Big Rivers has a legally binding agreement with a Third Party for Potline Reduction Sales (a "Potline Reduction Sales Agreement"), provided that Century may at any time terminate the Potline Reduction and assume responsibility for acquiring Market Energy required during the remainder of the Potline Reduction Sales Agreement.

10.3.4 Century acknowledges that neither Kenergy nor Big Rivers will have any obligation to market or resell Energy pursuant to this Section 10.3 (i) until Big Rivers first has sold or elected not to sell all amounts of its own surplus Energy available for sale or (ii) to the extent Big Rivers is unable to make Potline Reduction Sales as a result of transmission constraints (whether on or off Big Rivers' transmission system) or other constraints, including constraints imposed by Applicable Law.

10.3.5 Kenergy and Big Rivers shall consult with Century and agree on the Potline Reduction Sales that will be made on a Firm basis or a System Firm basis and the terms of same. To the extent Century requests the Potline Reduction Sales be made on a Firm basis, Century agrees that if during the term of such sale or sales Big Rivers is required to purchase replacement Energy or otherwise make payments to meet such Potline Reduction Sales on a Firm basis, Century will reimburse Kenergy for the benefit of Big Rivers the full cost of such actions and indemnify Kenergy and Big Rivers for any costs, obligations or liabilities incurred by either of them, including liabilities to Third Parties.

10.3.6 All of the Net Proceeds of any Potline Reduction Sales (less the administrative fee pursuant to Section 4.13.1) shall be credited against the Monthly Charge from the effective date of the notice pursuant to Section 10.3.1 until the Cut-Off Date or, if such amount is in excess of the Monthly Charge otherwise applicable, such excess shall be paid to Century. The “Cut-Off Date” shall mean the earliest to occur of (a) the first day of the 49th Billing Month after the effective date of the notice given under Section 10.3.1, (b) a date specified in a written notice, if any, by Century to Kenergy and Big Rivers, and (c) the earlier of the date (i) one year after the date Century commences smelting operations with respect to one or more pots on the suspended potline or (ii) all Potline Reduction Sales Agreements have been terminated or expired after Century commences smelting operations with respect to one or more pots on the suspended potline. Sales of Energy after the Cut-Off Date shall be Surplus Sales pursuant to Section 10.1 and not Potline Reduction Sales pursuant to this Section 10.3. Century agrees that it shall not be permitted to extend the term of Potline Reduction Sales beyond forty-eight months, provided that nothing in this Section 10.3.6 shall preclude Century from providing a new notice under Section 10.3.1 after aluminum smelting operations at the suspended potline have been restored.

10.3.7 For any Potline Reduction Sale, (i) Century shall pay to Kenergy for payment to Big Rivers any excess of Big Rivers’ actual income tax liability relating to such Potline Reduction Sale over the estimated income tax liability for such Potline Reduction Sale that was used for purposes of calculating the Net Proceeds on such Potline Reduction Sale, and (ii) Kenergy shall pay to Century, upon Kenergy’s receipt of such payment from Big Rivers, any excess of Big Rivers’ estimated income tax liability for such Potline Reduction Sale that was used for purposes of calculating the Net Proceeds on such Potline Reduction Sale over the actual income tax liability of Big Rivers relating to such Potline Reduction Sale.

10.3.8 For the avoidance of doubt, (i) Potline Reduction Sales shall not include Surplus Sales, Economic Sales or Undeliverable Energy Sales; (ii) nothing in this Section 10.3 shall be construed to relieve Century of its obligation with respect to the Base Energy Charge, the TIER Adjustment or other components of the Monthly Charge payable pursuant to Article 4; and (iii) nothing in this Agreement precludes Undeliverable Energy Sales under Section 10.2 from becoming Potline Reduction Sales if all conditions of this Section 10.3 are met.

10.4 Resale. Century may not resell or cause to be resold any Electric Services purchased from Kenergy under this Agreement, except as expressly permitted in this Agreement or with the prior written consent of Kenergy and Big Rivers, which may be withheld by either of them in their sole discretion. Century shall consume all Energy purchased under this Agreement

in connection with the operation of its Hawesville Smelter except as expressly permitted pursuant to this Agreement.

10.5 Refund of Income Tax Estimated for Net Proceeds. Kenergy shall return to Century any income taxes deducted in calculating the Net Proceeds of a sale of Energy by Big Rivers which Big Rivers ultimately determines are not required to be paid due to the application of a net operating loss carry-forward of Big Rivers that existed on the Effective Date and that otherwise would have expired unused.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Occurrence of an Uncontrollable Force. No Party will be considered to be in breach or default in the performance of any of its obligations under this Agreement if the failure of performance is due to an Uncontrollable Force, except as otherwise provided in this Article 11. If either Party is unable, in whole or in part, by reason of Uncontrollable Force to carry out its obligations, then the obligations of the Parties, to the extent that they are affected by such Uncontrollable Force, will be suspended during the continuance of any inability so caused, but for no longer period. A Party will not be relieved of liability for failing to perform if such failure is due to causes arising out of its own negligence or willful acts or omissions.

11.2 Mitigation. A Party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove or remedy such inability as promptly as reasonably possible. Nothing contained herein may be construed to require a Party to prevent or to settle a labor dispute against its will.

11.3 Notice of Uncontrollable Force. A Party shall notify the other Party at the earliest practicable time following (i) the occurrence of any Uncontrollable Force which renders such Party incapable of performing hereunder or (ii) the time at which such Party has reason to expect that such an Uncontrollable Force is imminent. Kenergy also shall notify Century if it receives notice from Big Rivers that Big Rivers anticipates that it will be unable to perform its obligations to Kenergy under any contract or agreement that affects Kenergy's performance under this Agreement due to an Uncontrollable Force and Century is not an additional addressee of such notice.

11.4 Payment Obligations. Notwithstanding anything in this Agreement to the contrary, the occurrence of an Uncontrollable Force shall not relieve Century of its payment obligations under Article 4, including its payment obligations with respect to the Base Energy Charge. CENTURY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF SECTION 10.1 (SURPLUS SALES), SECTION 10.2 (UNDELIVERABLE ENERGY SALES) AND SECTION 10.3 (POTLINE REDUCTION SALES) SHALL CONSTITUTE CENTURY'S SOLE AND EXCLUSIVE REMEDIES IN THE EVENT THAT CENTURY IS UNABLE TO RECEIVE ENERGY INCLUDING IF THAT INABILITY IS CAUSED BY AN UNCONTROLLABLE FORCE.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of Kenergy. Kenergy hereby represents and warrants to Century as follows:

12.1.1 Kenergy is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligation hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the Term hereof.

12.1.2 The execution, delivery and performance of this Agreement by Kenergy have been duly and effectively authorized by all requisite corporate action.

12.2 Representations and Warranties of Century. Century hereby represents and warrants to Kenergy as follows:

12.2.1 Century is a general partnership duly organized and validly existing and in good standing under the laws of the Commonwealth of Kentucky and is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as it is now being conducted and as it is contemplated hereunder to be conducted during the Term hereof.

12.2.2 The execution, delivery and performance of this Agreement by Century have been duly and effectively authorized by all requisite partner action.

ARTICLE 13

ADDITIONAL AGREEMENTS

13.1 Regulatory Proceedings.

13.1.1 *Proceedings That Affect Rates*.

(a) The Parties acknowledge and agree that

(i) Big Rivers shall have the right to seek KPSC approval for changes to the Non-Smelter Member Rates from time to time, but Big Rivers shall not seek an increase in its base rates to take effect before January 1, 2010, excluding any roll-in to Big Rivers' base rates of costs that would otherwise be recovered by the Environmental Surcharge or the FAC; and

(ii) Big Rivers will not seek to implement a wholesale rate reduction other than the Rebate to its Members under the procedures available in KRS 278.455 without the consent of Century;

provided that this commitment by Big Rivers will have no effect on the availability to Kenergy of the procedures in KRS 278.455 to flow-through any wholesale rate decrease to the Non-Smelter Ratepayers.

(b) Century shall have the right to intervene and participate in any proceeding that may affect rates at the KPSC or FERC or before any other Governmental Authority. Neither Kenergy nor Century will support or seek, directly or indirectly, from any Governmental Authority, including the KPSC, any challenge to or change in the rate formula set forth in this Agreement or other terms and conditions set forth herein, including the relationship of the Large Industrial Rate to amounts payable by Century pursuant hereto, except that any Party may initiate or intervene in a proceeding to (i) clarify, interpret or enforce this Agreement, or (ii) challenge the applicable rate for Transmission Services should those services be unbundled for purposes of calculating the Large Industrial Rate. For the avoidance of doubt, Century's intervention and participation in a regulatory proceeding involving cost of service issues relating to the rates of the Non-Smelter Ratepayers shall not be considered a challenge to the rate formula.

(c) If *Commonwealth of Kentucky ex rel. Gregory D. Stumbo, Attorney General v. Public Service Comm'n and Union Light, Heat and Power Co.*, Franklin Circuit Court, C.A. No. 06-CI-269, or any Applicable Law relating thereto restricts the amounts recovered under the FAC, Appendix A, or the Environmental Surcharge Rider, then Kenergy, Century, Big Rivers and, if the Alcan Retail Agreement is then in effect, Alcan, shall negotiate in good faith to amend this Agreement (and other agreements entered into in connection herewith) to restore the relative rights and economic benefits thereunder. If such parties are unable to reach an agreement on such amendments, then this Section 13.1.1 shall not restrict Big Rivers from seeking KPSC approval for an increase to its base rates or an amendment to the FAC, Appendix A, or the Environmental Surcharge Rider.

13.1.2 *Kenergy Retail Fee.* Kenergy or Century may seek approval of any changes to the Retail Fee not earlier than ten years after the Effective Date of this Agreement.

13.1.3 *KPSC Jurisdiction.* Nothing in this Agreement shall limit or expand the jurisdiction of the KPSC over Kenergy, Big Rivers or the rates, terms and conditions of Electric Service to Century.

13.1.4 *Notice of Material Filings.* Kenergy shall provide or cause to be provided to Century a copy of any filing with the KPSC or FERC that seeks a change in Big Rivers' tariff, or relief authorized by KRS 278.020, KRS 278.030, KRS 278.212, KRS 278.218, KRS 278.300, KRS 278.183 or 807 KAR 5:056.

13.2 Audit Rights. Kenergy will permit Century to audit, upon reasonable notice, at its own expense, at a mutually agreeable time, all information in the possession of Kenergy relating to its service to Century under this Agreement, including scheduled usage, meter records and billing records. Kenergy shall retain all documentation applicable to service to Century under this Agreement for a period of three years beyond the date of the service. Nothing in this Section 13.2 shall obligate Kenergy to disclose attorney-client privileged information.

13.3 Century Credit Support. Century shall (i) if the rating of the unenhanced, unsecured debt obligations of Century Parent with Standard & Poor's is not "A+" or higher (and in addition, if Century Parent has such a rating from Moody's, that rating with Moody's is not "A1" or higher), provide and maintain credit support in the form of a letter of credit from a bank rated "A+" or higher, or other credit support acceptable to Big Rivers and Kenergy, in an amount equal to the amounts estimated by Big Rivers to be due to Big Rivers and Kenergy with respect to Century's obligations under this Agreement for a period of two months and any amount which Big Rivers estimates reasonably could be due with respect to taxes relating to any sale of Energy pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, Section 10.2 as Undeliverable Energy Sales or Section 10.3 as Potline Reduction Sales ("Potential Tax Liability"); and (ii) cause Century Parent to guarantee to Big Rivers and Kenergy the payment and performance of all obligations of Century under this Agreement, including Potential Tax Liability, and the other documents entered into by Century and its affiliates in connection with the New Transaction pursuant to a Guarantee Agreement executed by Century Parent in favor of Big Rivers and Kenergy which shall be satisfactory in form and substance to Big Rivers and Kenergy (the "Century Guarantee"). At the request of Big Rivers or Kenergy, Century will maintain the Century Guarantee until closure of all applicable tax years of Big Rivers. At the request of Century, Kenergy shall request that Big Rivers provide Century with information as to the amount and calculation of the estimated Potential Tax Liability and documentation in support thereof.

13.4 Patronage Capital.

13.4.1 Kenergy is a non-profit Kentucky corporation that, during any calendar year, may realize revenues from its own operations in excess of related expenses ("margins"). For financial accounting purposes, such margins have been and shall continue to be recorded as patronage capital held for the benefit of Kenergy's customers. Such patronage capital shall be recorded by Kenergy for the benefit of Century as earned during the term of this Agreement.

13.4.2 Kenergy will not permit any amendments or modifications of its Bylaws that would adversely affect the rights of Century to distributions of patronage capital or payments on account of property rights of the Members distributed by Big Rivers to Kenergy.

13.4.3 Kenergy agrees that Century will share on a nondiscriminatory basis in the allocations of patronage capital and payments on account of property rights of Members distributed by Big Rivers to Kenergy and that such allocations shall be promptly distributed to Century.

13.4.4 The expiration or earlier termination of this Agreement shall not modify or revoke the then existing entitlement of Century to allocations or distributions of patronage capital or the entitlement of Century to payments on account of property rights as set forth in this Section 13.4 when such property rights are determined.

13.4.5 Kenergy and Century agree that the provisions of this Section 13.4 are not the exclusive provisions for determining Century's entitlement to distributions by Kenergy of patronage capital or payments on account of property rights.

13.5 Post-Termination Obligation. Subject to Section 13.7, upon termination of this Agreement, neither Kenergy nor Big Rivers will have any contractual obligation under this Agreement to supply any capacity, Energy or other related services to Century.

13.6 Negotiation of Replacement Agreement. If this Agreement has not been terminated earlier, Kenergy shall negotiate in good faith with Century and Big Rivers, no later than January 1, 2023, concerning rates and terms and conditions for new power supply arrangements following the expiration of this Agreement on December 31, 2023.

13.7 Entitlement to Large Industrial Rate. If this Agreement terminates pursuant to a closure of the Hawesville Smelter as set forth in Section 7.3.1 and Century continues non-smelting operations, Century will be entitled to be served by Kenergy under the Large Industrial Rate; *provided, however*, the capacity and associated Energy served under the Large Industrial Rate shall not exceed 15 MW.

ARTICLE 14

EVENTS OF DEFAULT; REMEDIES

14.1 Events of Default. Each of the following constitutes an “Event of Default” under this Agreement:

14.1.1 Failure by a Party to make any payment in accordance with this Agreement within three Business Days following the non-performing Party’s receipt of written notice of the non-performing Party’s default in its payment obligation;

14.1.2 Failure of a Party to perform any material duty imposed on it by this Agreement (other than a failure to make a payment when due) within 30 days following the non-performing Party’s receipt of written notice of the non-performing Party’s breach of its duty hereunder;

14.1.3 Any attempt by a Party to transfer an interest in this Agreement other than as permitted pursuant to Article 16;

14.1.4 The occurrence and continuance of an “Event of Default” under the Century Wholesale Agreement;

14.1.5 Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;

14.1.6 Assignment by a Party for the benefit of its creditors;

14.1.7 Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment; or

14.1.8 Failure, inability or refusal of Kenergy to cure a breach or default by Kenergy under the Century Wholesale Agreement which gives rise to a termination of the Century Wholesale Agreement, or any termination by Kenergy of the Century Wholesale Agreement in breach or default thereof.

14.2 Remedies, General. Except as otherwise provided in this Agreement, following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Unless otherwise provided herein, remedies provided in this Agreement are cumulative, unless specifically designated to be an exclusive remedy and nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provisions herein provided that:

14.2.1 UNDER NO CIRCUMSTANCE WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGER, EMPLOYEES OR AGENTS BE LIABLE HEREUNDER TO THE OTHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS EMPLOYEES OR AGENTS WHETHER IN TORT, CONTRACT OR OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. EACH PARTY'S LIABILITY HEREUNDER WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2.2 Neither Party may terminate this Agreement as a result of an "Event of Default" under the Century Wholesale Agreement if the actions or omissions of Kenergy caused such "Event of Default"; *provided*, that either Party may terminate this Agreement if the Century Wholesale Agreement is terminated for any reason.

14.2.3 Unless otherwise provided herein, if a Party is in breach of its obligations under this Agreement but such breach does not constitute, or would not with the passage of time or the giving of notice constitute, an Event of Default and this Agreement does not provide any other remedy therefor, if such breach has not been cured by the breaching Party within 60 days after receiving written notice from the non-breaching Party setting forth, in reasonable detail, the nature of such breach, the non-breaching Party may bring a claim for money damages with respect to such breach and exercise its rights under Section 15.2, but will not be entitled to terminate, or seek to terminate, this Agreement, or suspend performance of its obligations and duties hereunder as a result of such breach.

ARTICLE 15

DISPUTE RESOLUTION

15.1 Resolution Meetings. If a dispute arises between the Parties concerning the terms or conditions of this Agreement, the duties or obligations of the Parties under this Agreement, or

the implementation, interpretation or breach of this Agreement, either Party may request in writing a meeting among an authorized representative of each of the Parties and Big Rivers to discuss and attempt to reach a resolution of the dispute. Such meeting will take place within ten days or such shorter or longer time as agreed upon by the Parties of the request. Nothing in this Section 15.1 shall toll or extend the cure period with respect to the failure by a Party to perform its obligations under this Agreement.

15.2 Right to Pursue Rights and Remedies. Absent resolution of a dispute pursuant to Section 15.1, the Parties may pursue at any Governmental Authority all rights and remedies that they may have at law, in equity or pursuant to this Agreement subject to the limitations set forth in this Agreement. Notwithstanding the provisions of this Article 15, each Party may at all times seek injunctive relief, where its delay in doing so could result in irreparable injury.

ARTICLE 16

GENERAL PROVISIONS/SUCCESSORS AND ASSIGNS

16.1 Binding Nature. This Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. No interest in this Agreement may be transferred or assigned by either Party, in whole or in part, by instrument or operation of law, without the prior written consent of the other Party, except as provided in Section 16.4, and except that, subject to satisfaction of the conditions of Section 16.2, assignment may be made by either Party to such Person as acquires all or substantially all the assets of the assigning Party or which merges with or acquires all or substantially all of the equity of such Party. When consent is required, consent may not be unreasonably withheld, conditioned or delayed.

16.2 Limitation on Assignment. In no event may either Party assign this Agreement (including as part of a sale of all or substantially all the assets of the assigning Party or a merger with or purchase of substantially all the equity interests of such Party) (i) to any Person that does not have adequate financial capacity as demonstrated to the reasonable satisfaction of the non-assigning Party or that would otherwise be unable to perform the obligations of the assigning Party pursuant to this Agreement or (ii) on any terms at variance from those set forth in this Agreement except as agreed to in writing by the Parties.

16.3 Duties. No permitted assignment or transfer will change the duties of the Parties, or impair the performance under this Agreement except to the extent set forth in such permitted assignment and approved in writing by the Parties. No Party is released from its obligations under this Agreement pursuant to any assignment, unless such release is granted in writing.

16.4 Financing Lien. Either Party may, without the approval of the other Party, assign this Agreement as collateral security or grant one or more mortgages (including one or more deeds of trust or indentures) on or security interests in its interest under this Agreement in connection with the general financing of its assets or operations.

16.5 Big Rivers Restructuring.

16.5.1 In connection with a Restructuring, Kenergy, Century, Alcan and Big Rivers shall determine a good faith estimate of the cumulative increase or decrease in the TIER Adjustment that such Restructuring would cause in each Fiscal Year over the 24-Billing Month period following the date of the effectiveness of Restructuring (the “Restructuring Amount”). Any change in the Large Industrial Rate approved at the time of or in connection with the Restructuring shall not be considered as an effect of the Restructuring. Except for the restrictions set forth in Section 13.1, nothing in this Agreement, including this Section 16.5, shall limit the ability of Big Rivers to seek a change in or modification of the Large Industrial Rate in connection with the occurrence of a Restructuring.

16.5.2 The Monthly Charge in each month of the 48-month period following the effectiveness of the Restructuring shall be increased or decreased, as applicable, by an amount equal to 1/48th of the product of the Restructuring Amount and the Applicable Percentage; *provided*, that the application of this Section 16.5 shall not result in Century paying less than the sum of the Large Industrial Rate, the FAC Factor, the Non-FAC Purchased Power Adjustment Factor and the Environmental Surcharge Factor, all on a per MWh basis, for a customer with a 98% load factor with respect to Base Monthly Energy in any Fiscal Year. Sample calculations for determining a Restructuring Amount are set forth in Exhibit A.

16.5.3 This Section 16.5 shall not be applicable to any Restructuring undertaken in response to the loss of revenue caused by the termination of the Alcan Retail Agreement.

16.5.4 If Century, Alcan, Kenergy and Big Rivers are not able to determine a mutually agreeable estimate of the Restructuring Amount, then Kenergy, Century, Alcan or Big Rivers may petition to the KPSC to determine the Restructuring Amount.

ARTICLE 17

MISCELLANEOUS

17.1 Governing Law. This Agreement shall be interpreted, governed by and construed under the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules.

17.2 Jurisdiction. The Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement; *provided* that the subject matter of such dispute is not a matter reserved by law to the KPSC, or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties hereby agree to submit to the jurisdiction of Kentucky courts for such purpose. Venue in state court actions will be in the Henderson Circuit Court as the court in which venue will lie for the resolution of any disputes under this Agreement. Nothing in this paragraph prohibits a Party from referring to FERC any matter properly within FERC’s jurisdiction.

17.3 Waiver. The waiver by either Party of any breach of any term, covenant or condition contained herein will not be deemed a waiver of any other term, covenant or condition,

nor will it be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein.

17.4 Amendments.

17.4.1 This Agreement may be amended, revised or modified by, and only by, a written instrument duly executed by both Parties.

17.4.2 The Parties acknowledge and agree that nothing in this Agreement shall limit the right of Big Rivers to file changes to the OATT, or limit the right of any Party to challenge any aspect of the OATT, including the applicable loss factor, the transmission service rates or any other transmission or ancillary service issue presented to FERC.

17.5 Good Faith Efforts. The Parties agree that each will in good faith take all reasonable actions within their reasonable control as are necessary to permit the other Party to fulfill its obligations under this Agreement; *provided* that no Party will be obligated to expend money or incur material economic loss in order to facilitate performance by the other Party. Where the consent, agreement, or approval of either Party must be obtained hereunder, such consent, agreement or approval may not be unreasonably withheld, conditioned, or delayed unless otherwise provided herein. Where either Party is required or permitted to act or fail to act based upon its opinion or judgment, such opinion or judgment may not be unreasonably exercised. Where notice to the other Party is required to be given herein, and no notice period is specified, reasonable notice shall be given.

17.6 Notices. A notice, consent, approval or other communication under this Agreement must be in writing, addressed to the Person to whom it is to be delivered at such Person's address shown below and (a) personally delivered (including delivery by a nationally recognized overnight courier service), or (b) transmitted by facsimile, with a duplicate notice sent by a nationally recognized overnight courier service, *provided however*, that (i) a notice given pursuant to Schedule 2.3.2(a) or Section 10.2 may be given by telephone to be followed as soon as reasonably practicable by written notice as described herein and (ii) a notice of Uncontrollable Force shall be given by whatever means is available followed by notice in writing as described herein as soon as reasonably practicable. A notice given to a Person in accordance with this Section 17.6 will be deemed to have been delivered (a) if personally delivered to a Person's address, on the day of delivery if such day is a Business Day, or otherwise on the next Business Day, or (b) if transmitted by facsimile to a Person's facsimile number and a correct and complete transmission report is received, or receipt is confirmed by telephone, on the day of transmission if a Business Day, otherwise on the next Business Day; *provided, however*, that such facsimile transmission will be followed on the same day with the sending to such Person of a duplicate notice by a nationally recognized overnight courier to that Person's address. For the purpose of this Section 17.6, the address of a Party is the address set out below or such other address which that Party may from time to time deliver by notice to the other Party, in accordance with this Section 17.6, with copies of all such notices to Big Rivers to the address set forth below, in the same manner as notice is otherwise given hereunder:

If to Kenergy: Kenergy Corp.
6402 Old Corydon Road
Henderson, Kentucky 42420
Facsimile: (270) 286-3999
Attn: President and CEO

With a copy to: Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Facsimile: (270) 827-2558
Attn: President and CEO

If to Century: Century Aluminum Company
P.O. Box 500
State Route 271 North
Hawesville, Kentucky 42348
Attn: Plant Manager
Facsimile: (270) 852-2882

With a copy to: Century Aluminum Company
2511 Garden Road
Building A, Suite 200
Monterey, CA 93940
Attn: General Counsel
Facsimile: (831) 642-9328

If to Big Rivers: Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Facsimile: (270) 827-2558
Attn: President and CEO

For notices pursuant to Section 14.1:

If to Kenergy: Kenergy Corp.
6402 Old Corydon Road
Henderson, Kentucky 42420
Facsimile: (270) 286-3999
Attn: President and CEO

With a copy to: Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Facsimile: (270) 827-2558
Attn: President and CEO

If to Century: Century Aluminum Company
P.O. Box 500
State Route 271 North
Hawesville, Kentucky 42348
Attn: Plant Manager
Facsimile: (270) 852-2882

17.7 Severability. If any clause, sentence, paragraph or part of this Agreement should for any reason be finally adjudged by any court of competent jurisdiction to be unenforceable or invalid, such judgment will not affect, impair or invalidate the remainder of this Agreement but will be confined in its operation to the clause, sentence, paragraph or any part thereof directly involved in the controversy in which the judgment is rendered, unless the loss or failure of such clause, sentence, paragraph or part of this Agreement materially adversely affects the benefit of the bargain to be received by either or both of the Parties, in which event the Parties shall promptly meet and use their good faith best efforts to renegotiate this Agreement in such a fashion as will restore the relative rights and benefits of both Parties or, absent such renegotiation, the Party that was so materially adversely affected will be entitled, in its discretion, to terminate this Agreement.

17.8 Survival. Each provision of this Agreement providing for payment for Electric Services and any other amounts due hereunder, distribution of patronage capital, assignment of the right to collect and enforce collection of amounts due, or related to remedies for default, damage claims, indemnification or payment of other liabilities will survive termination of this Agreement to the full extent necessary for their enforcement and the protection of the Party in whose favor they run.

17.9 Merger. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the matters addressed herein and supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement except as otherwise expressly provided in Section 6.1 and Section 7.2.6 hereof.

17.10 Further Assurances. The Parties shall execute such additional documents including a consent to assignment, legal opinions, estoppel letters or similar documents, and shall cause such additional actions to be taken as may be required or, in the judgment of any Party, be necessary or desirable, to effect or evidence the provisions of this Agreement and the transactions contemplated hereby.

17.11 Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute but one and the same instrument and each counterpart will have the same force and effect as if they were one original.

17.12 Third-Party Beneficiaries. Nothing in this Agreement may be construed to create any duty to, or standard or care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement other than Big Rivers.

17.13 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

17.14 No Agency. This Agreement is not intended, and may not be construed to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party will have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or to be an agent or representative of, or otherwise bind, the other Party.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

KENERGY CORP.

By: Sanford Novick
Name: Sanford Novick
Title: President and CEO

CENTURY ALUMINUM OF KENTUCKY
GENERAL PARTNERSHIP

By: _____
Name:
Title:

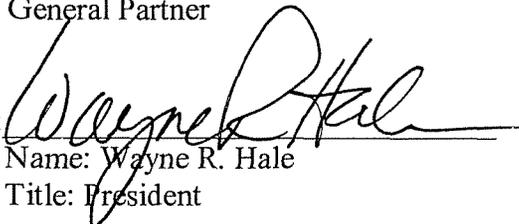
IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

KENERGY CORP.

By: _____
Name:
Title:

CENTURY ALUMINUM OF KENTUCKY
GENERAL PARTNERSHIP

By: Century Kentucky, Inc.,
General Partner

By: 
Name: Wayne R. Hale
Title: President

SCHEDULE 2.3.2(a)

INTERRUPTIBLE ENERGY

(a) Interruptible Energy. Kenergy may purchase from Big Rivers on a System Firm basis up to 10 MW per Hour of Interruptible Energy for resale to Century, subject to availability, the scheduling requirements and Big Rivers' right to interrupt the sale and delivery of such Energy, all as set forth in this Section (a).

(i) Confirmation. Not less than seven days prior to the beginning of each fiscal quarter of the Service Period (or the Effective Date with respect to the initial fiscal quarter of the Service Period), Big Rivers shall provide to Kenergy and Century a confirmation setting forth the price or prices and other terms and conditions ("Interruptible Energy Terms") under which Interruptible Energy may be available during each Hour of the subject fiscal quarter. If Big Rivers fails to provide a timely confirmation with respect to any fiscal quarter, the Interruptible Energy Terms for the prior fiscal quarter shall remain in effect. Big Rivers and Kenergy shall obtain Century's consent to each confirmation as a condition to Big Rivers' obligation to make Interruptible Energy available to Kenergy for scheduling during each fiscal quarter.

(ii) Scheduling of Interruptible Energy. The provision of Interruptible Energy shall be subject to the following requirements:

(A) At the request of Century, Kenergy shall submit to Big Rivers, no later than 3:00 PM on the second Business Day prior to the day of the scheduled delivery (or such shorter period agreed to by Big Rivers), a schedule for up to 10 MW of Interruptible Energy, in integral multiples of one MW per Hour, for the times and durations specified in the schedule.

(B) Big Rivers shall be under no obligation to accept the schedule submitted by Kenergy or to deliver the Interruptible Energy so scheduled, but shall, upon receipt of such schedule, notify Kenergy and Century by 9:00 AM of the Business Day prior to the day of scheduled delivery of the number of MW, if any, Big Rivers is willing to deliver and the hour and duration when the delivery shall take place (the "Response").

(C) Subject to Big Rivers' rights to interrupt in accordance with Section (a)(iii) below, Big Rivers shall sell and deliver the volume of Interruptible Energy at the time and for the duration specified in the Response (the "Scheduled Interruptible Energy").

(iii) Interruption of Scheduled Interruptible Energy. The sale and delivery of Scheduled Interruptible Energy may be interrupted by Big Rivers at any time (a "Permitted Interruption") upon the following terms and conditions:

- (A) Upon a determination by Big Rivers in its sole discretion exercised in good faith that all or any portion of the Scheduled Interruptible Energy will not be available on a System Firm basis, Big Rivers may implement a Permitted Interruption of all or any portion of the Scheduled Interruptible Energy by providing a notice of interruption (“Notice of Interruption”) to Kenergy and Century at least 30 minutes in advance of the estimated interruption;
- (B) A Notice of Interruption may be made orally but shall be followed by facsimile or other electronic means acceptable to Kenergy and Century; and
- (C) Upon an after-the-fact determination by Big Rivers in its sole discretion exercised in good faith that all or any portion of the Scheduled Interruptible Energy was not available on a System Firm basis during a prior Hour or Hours, and notwithstanding that no Notice of Interruption had been issued, Big Rivers may implement retroactively a Permitted Interruption of Scheduled Interruptible Energy for such prior Hour or Hours, to the extent that such Scheduled Interruptible Energy was not available on a System Firm basis.

Upon meeting the conditions required for a Permitted Interruption, Big Rivers shall have no obligation to sell and deliver the amount of Scheduled Interruptible Energy designated to be interrupted in the applicable Notice of Interruption. In connection with a Permitted Interruption, Big Rivers may provide, but shall not be required to provide, an opportunity for Kenergy to acquire Firm Energy, in lieu of the Scheduled Interruptible Energy, for resale to Century pursuant to the terms and conditions of Section 2.3.2(b). In the case of a Permitted Interruption that is implemented retroactively, the Energy delivered by Big Rivers shall be deemed to have been delivered as Back-Up Energy pursuant and subject to Sections 2.3.3 and 4.4. Big Rivers shall not be limited in the number of times that it may issue a Notice of Interruption or may implement a Permitted Interruption, or of the amount or duration of any Permitted Interruption.

(iv) Allocation of Permitted Interruptions. If Kenergy has arranged for Scheduled Interruptible Energy during any Hour to Kenergy under this Agreement for resale to Century and to Kenergy under the Alcan Wholesale Agreement for resale to Alcan and Big Rivers determines that it will be unable or was unable during any prior Hour or Hours, to supply the full amount of Scheduled Interruptible Energy to Kenergy for both Century and Alcan, then:

- (A) Big Rivers may provide a Notice of Interruption and implement a Permitted Interruption to Kenergy with respect to the Scheduled Interruptible Energy for Century or with respect to “Scheduled Interruptible Energy” as defined in the Alcan Retail Agreement, or any combination thereof; and
- (B) Big Rivers may retroactively implement Permitted Interruptions for any Hour to Kenergy for Century and Alcan in equal amounts, taking into consideration any Permitted Interruption to Kenergy that had previously been implemented for the same Hour under part (A) above.

(v) Termination of Interruptions. During any period of Permitted Interruption, Big Rivers may notify Kenergy and Century of its willingness to terminate the Permitted Interruption and resume the delivery of Scheduled Interruptible Energy at the Interruptible Energy Terms. Upon notification from Big Rivers terminating the Permitted Interruption, Kenergy shall purchase from Big Rivers and resell and deliver Scheduled Interruptible Energy to Century at the beginning of the next Hour that starts at least 10 minutes following such notice.

SCHEDULE 4.11(c)
REFERENCE ANNUAL FUEL COSTS PER MWH

<u>Year</u>	<u>Fuel Cost per MWH Sales*</u>
2008	15.68
2009	16.44
2010	16.74
2011	17.23
2012	17.65
2013	18.25
2014	17.82
2015	18.37
2016	18.38
2017	18.74
2018	18.43
2019	19.18
2020	19.04
2021	19.90
2022	19.23
2023	19.74

* Includes cost of Startups

SCHEDULE 6.2.2
LISTING OF OBLIGATIONS TERMINATED PURSUANT TO THE UNWIND
TRANSACTIONS

RETAIL OBLIGATIONS AND AMENDMENTS

1. Agreement for Electric Service, dated July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
2. Agreement for Electric Service, dated July 15, 1998, between Green River Electric Corporation and Southwire Company
3. Amendment No. 1 to Agreement for Electric Service, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
4. Amendment No. 1 to Agreement for Electric Service, dated as of July 15, 1998, between Green River Electric Corporation and Southwire Company
5. Amendment No. 2 to Agreement for Electric Service, dated as of November 30, 2000, between Kenergy Corp. and Alcan Aluminum Corporation
6. Amendment No. 2 to Agreement for Electric Service, dated as of November 30, 2000, between Kenergy Corp. and Southwire Company

WHOLESALE OBLIGATIONS AND AMENDMENTS

7. Agreement for Electric Service, dated as of July 15, 1998, between Green River Electric Corporation and LG&E Energy Marketing Inc.
8. Agreement for Electric Service, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and LG&E Energy Marketing Inc.
9. Amendment to Wholesale Power Agreements Dated October 12, 1974 and June 11, 1962 Between Big Rivers Electric Corporation and Kenergy Corp., dated as of November 30, 2000, between Big Rivers Electric Corporation and Kenergy Corp.
10. Amendment to Wholesale Power Agreements Dated February 16, 1988 and June 11, 1962 Between Big Rivers Electric Corporation and Kenergy Corp., dated as of November 30, 2000, between Big Rivers Electric Corporation and Kenergy Corp.
11. Agreement of Big Rivers Electric Corporation with Respect to Future Policies and Procedures Regarding Big Rivers' Transmission System (sometimes referred to as the "Wholesale ISO Agreement"), dated as of July 15, 1998, between Big Rivers Electric Corporation, Green River Electric Corporation, Henderson Union Electric Cooperative Corp., Jackson Purchase Electric Cooperative Corporation, and Meade County Rural Electric Cooperative

CERTAIN REORGANIZATION DOCUMENTS

12. Letter Regarding Schedule 5.4(a)(1) Provisions Regarding Restitution Amounts, dated July 2, 1998, from Geo. F. Hobday, Jr. on behalf of Big Rivers, sent to Frank N. King, W. David Denton, David C. Brown, Michael Kurtz, Allison Wade, and Charles Ritz
13. Letter Regarding Restitution Payments, dated July 13, 1998, from Michael Kurtz sent to James M. Miller and Geoff Hobday
14. Letter Regarding Restitution Payments, dated July 14, 1998, from Michael Core, on behalf of Big Rivers, sent to Allan Eyre and John Henderson
15. Letter Regarding Restitution Payments, dated July 15, 1998, from Allan B. Eyre, on behalf of Alcan, and John Henderson, on behalf of NSA and Southwire, sent to Michael Core

SECURITY AND LOCKBOX AGREEMENTS

16. Security and Lockbox Agreement, dated as of July 15, 1998, among PNC Bank, N.A., LG&E Energy Marketing Inc., Kenergy (as successor to Henderson Union), Alcan Corporation (as successor to Alcan Aluminum Corporation) and Alcan Primary Products Corporation (as successor to Alcan Corporation)
17. Security and Lockbox Agreement, dated as of July 15, 1998, by and among LG&E Marketing Inc., Green River Electric Corporation, and Southwire Company

LOAD MANAGEMENT AGREEMENTS

18. Load Management Agreement for Electric Power Supply, dated as of July 15, 1998, among LG&E Energy Marketing Inc., Alcan Corporation (as successor to Alcan Aluminum Corporation) and Alcan Primary Products Corporation (as successor to Alcan Corporation)
19. Load Management Agreement for Electric Power Supply, dated as of July 15, 1998, among LG&E Energy Marketing Inc., Southwire Company, Century Aluminum Company (as successor to Southwire Company), Century Aluminum of Kentucky LLC (as successor to Century Aluminum Company), Hancock Aluminum LLC (as successor to Century Aluminum of Kentucky LLC), and Century Aluminum of Kentucky General Partnership (as successor to Hancock Aluminum LLC and NSA, Ltd.)

ASSURANCES AND GUARANTIES

20. Assurances Agreement, dated July 15, 1998, between LG&E Energy Marketing Inc. and Alcan Aluminum Corporation, with Related Guaranty, dated July 15, 1998, executed by LG&E Energy Corp. in favor of Alcan Aluminum Corporation

21. Assurances Agreement, dated July 15, 1998, between LG&E Energy Marketing Inc. and Southwire Company, with Related Guaranty, dated July 15, 1998, executed by LG&E Energy Corp. in favor of Southwire Company
22. Assurances Agreement, dated as of November 30, 2006, between Century Aluminum of Kentucky General Partnership and Big Rivers Electric Corporation
23. First Amendment to Assurances Agreement Dated as of November, 30, 2006, dated as of November ___, 2007, by and between Century Aluminum of Kentucky General Partnership and Big Rivers Electric Corporation
24. Guaranty, dated August 1, 2003, from Alcan Corporation to and in favor of the E.ON Parties
25. Guaranty, dated July 15, 1998, of E.ON (as successor to LG&E Energy Corp.) to and in favor of Kenergy (as successor to Henderson Union)
26. Guaranty, dated July 15, 1998, by E.ON (as successor to LG&E Energy Corp.) to and in favor of Kenergy (as successor to Green River Electric Corporation)

INDEMNIFICATION AGREEMENTS

27. Indemnification and Assignment Agreement, dated July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
28. Indemnification and Assignment Agreement, dated July 15, 1998, between Green River Electric Corporation and Southwire Company

TIER 3 CONTRACTS AND RELATED DOCUMENTS

29. Agreement for Tier 3 Electric Service (2001-2002), dated as of July 15, 1998, between Green River Electric Company and LG&E Energy Marketing, Inc., with Southwire Company as a third-party beneficiary
30. Agreement for Tier 3 Electric Service (2001-2005), dated as of July 15, 1998, between Green River Electric Company and LG&E Energy Marketing, Inc., with Southwire Company as a third-party beneficiary
31. Agreement for Interruptible Tier 3 Energy, dated as of July 25, 2002, between Kenergy Corp. and Big Rivers Electric Corporation
32. Agreement for Interruptible Tier 3 Energy, dated as of November 5, 2002, between Kenergy Corp. and Big Rivers Electric Corporation
33. Agreement for Interruptible Tier 3 Energy, dated as of September 15, 2003, between Kenergy Corp. and Big Rivers Electric Corporation

34. Agreement for Interruptible Tier 3 Energy, dated as of November 30, 2006, between Kenergy Corp. and Big Rivers Electric Corporation
35. Agreement for Tier 3 Energy (Century), dated as of November 29, 2007, between Kenergy Corp. and Big Rivers Electric Corporation
36. Agreement for Tier 3 Energy (Alcan), dated as of November 29, 2007, between Kenergy Corp. and Big Rivers Electric Corporation
37. Consent to the Agreement for Tier 3 Energy (Alcan), dated November 29, 2007, by Alcan Primary Products Corporation
38. Consent to the Agreement for Tier 3 Energy (Century), dated November 29, 2007, by Century Aluminum of Kentucky General Partnership
39. All other agreements related to the provision of Tier 3 service by or among Big Rivers, Kenergy, the Smelters or any LG&E parties

OTHER AGREEMENTS

40. Assumption and Consent Agreement, dated as of August 1, 2003, among Alcan Primary Products Corporation, WKE Station Two Inc., LG&E Energy Marketing Inc., Western Kentucky Energy Corp. and Kenergy
41. Undertaking of Alcan Corporation, dated August 1, 2003, from Alcan to and in favor of LG&E Energy Marketing Inc., and the Undertaking of Alcan Aluminum Corporation, dated July 15, 1998, in favor of Henderson Union Electric Cooperative Corporation and LG&E Energy Marketing Inc.
42. Special Assignment Agreement, dated as of March 26, 2001, among LG&E Marketing Inc., Southwire Company, Century Aluminum of Kentucky LLC and Century Aluminum Company
43. Consent and Agreement, dated December 23, 2005, among Century Aluminum of Kentucky LLC, Century Aluminum Company, Hancock Aluminum LLC, NSA, Ltd., Century Aluminum of Kentucky General Partnership, Metalsco, Ltd., Skyliner, Inc., Century Kentucky, Inc. and LG&E Energy Marketing Inc.
44. Agreement with Respect to Procedures Regarding Big Rivers' Transmission System, dated as of July 15, 1998, between Green River Electric Corporation and Southwire Company
45. Agreement with Respect to Procedures Regarding Big Rivers' Transmission System, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
46. Joint Use Agreement, dated as of February 8, 2000, between Western Kentucky Energy Corp. and Big Rivers Electric Corporation

SCHEDULE 6.2.3
LISTING OF CERTAIN DULY AUTHORIZED AND EXECUTED AGREEMENTS

RETAIL AGREEMENTS

1. Retail Electric Service Agreement by and between Kenergy Corp. and Alcan Primary Products Corporation
2. Retail Electric Service Agreement by and between Kenergy Corp. and Century Aluminum General Partnership

WHOLESALE AGREEMENTS

3. Wholesale Electric Service Agreement (Alcan) by and between Big Rivers Electric Corporation and Kenergy Corp.
4. Wholesale Electric Service Agreement (Century) by and between Big Rivers Electric Corporation and Kenergy Corp.

COORDINATION AGREEMENTS

5. Coordination Agreement by and between Big Rivers Electric Corporation and Alcan Primary Products Corporation
6. Coordination Agreement by and between Big Rivers Electric Corporation and Century Aluminum of Kentucky General Partnership

LOCKBOX AGREEMENTS

7. Security and Lockbox Agreement (Alcan) by and among Old National Bank, Big Rivers Electric Corporation, Kenergy Corp., and Alcan Primary Products Corporation
8. Security and Lockbox Agreement (Century) by and among Old National Bank, Big Rivers Electric Corporation, Kenergy Corp., and Century Aluminum of Kentucky General Partnership

GUARANTEES

9. Parent Guarantee by Alcan Corporation in favor of Kenergy Corp., and Big Rivers Electric Corporation
10. Parent Guarantee by Century Aluminum Company in favor of Kenergy Corp., and Big Rivers Electric Corporation

APPENDIX A
Non-FAC Purchased Power Adjustment Factor

- A. Base Monthly Energy Sales to the smelters are subject to a Non-FAC Purchased Power Adjustment (PPA) to recover purchased power costs that the smelters have agreed to pay and are not otherwise included in Big Rivers' Fuel Adjustment Clause (FAC).
- B. Definitions

Definitions have the meanings given to them in the Agreement except as provided below:

“Account” is the specified numbered account as set forth in the Uniform System of Accounts – Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

“SEPA” is the Southeastern Power Administration, an agency of the U.S. Department of Energy, or any successor agency.

“Wholesale Smelter Agreements” are the Alcan Wholesale Agreement and the Century Wholesale Agreement.

- C. Determination of the PPA

- (1) The monthly amount computed for all wholesale sales to which this PPA is applicable shall be increased or decreased at a rate per kWh in accordance with the following formula:

$$PPA = PP(m)/S(m) - PP(b)/S(b)$$

Where PPA is the PPA Factor for the month; PP(m) is the current Purchased Power Cost for the month; S(m) is the current applicable sales; PP(b) is the Purchased Power Cost for the base period; and S(b) is the sales in the base period. For the initial base period, PP(b)/S(b) (the “Purchased Power Base”) is \$0.00175.

- (2) Purchased Power Costs (PP) shall be the sum of:
 - (a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, and 555.152 regarding Big Rivers' cost share of HMP&L's Station Two) including transmission and related costs that are expensed to Account 565;
 - (b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; and

- (c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

Less:

- (d) The total cost of power purchased directly associated with sales (including related system energy losses) by Big Rivers either to non-Member purchasers of power or to Kenergy under either Wholesale Smelter Agreement for resale to either Smelter as energy products other than Base Monthly Energy, assuming SEPA power followed by the lowest cost power, whether generated or purchased, shall be allocated to Applicable Sales.
- (3) Applicable Sales (S) shall be all kilowatt-hours sold at wholesale by Big Rivers (a) to its Members under all electric rate schedules, including the Large Industrial Rate, for resale to Kentucky ratepayers (other than the Smelters), and (b) to Kenergy as Base Monthly Energy as defined in each of the Wholesale Smelter Agreements.
 - (4) The current month (m) shall be the second month preceding the month in which the PPA Factor is billed.

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Pottline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)	
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)						
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh	
1	1.1.16 - Base Demand (MW) (a)	Contract	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	
2	1.1.18 - Base Fixed Energy (TWh) (b)	Contract	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	
3															
4	Energy Balance (Annual TWh)														
5	Assumed Load Factor	Assumption	98%	96%	100%	100%	100%	102%	100%	102%	88%	49%	85%	94%	98%
6	Metered Energy	Assumption	7.297	7.148	7.446	7.428	7.428	7.560	7.428	7.560	6.567	3.649	6.310	7.012	7.287
7	2.3.2 - Supplemental Energy:														
8	2.3.2(a) Interruptible Energy	Assumption				0.131									
9	2.3.2(b) Buy-Through Energy	Assumption					0.131								
10	2.3.2(c) Market Energy														
11	Consumed	Assumption						0.197							
12	Sold	Assumption						0.066							
13	1.1.13 - Backup Energy														
14	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption						0.131	0.131						
15	4.4.1(c) - Excess	Assumption							0.131						
16	1.1.15 - Base Curtailed Energy														
17	4.13.2 - Curtailment of Purchased Power	Assumption											0.285		
18	4.13.3 - Economic Sales	Assumption (Max. Under Contract)												0.010	
19	10.1 - Surplus Sales	Assumption								0.730					
20	10.2 - Undeliverable Energy Sales	Assumption									3.649				
21	10.3 - Pottline Reduction Sales	Assumption (Approx. Max.)										0.987			
22	1.1.18 / 19 - Base Hourly/ Monthly Energy	line 6 + 17 + 18 + 19 + 20 + 21	7.297	7.148	7.446	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	
23	1.1.22 - Base Variable Energy	line 22 - line 2	-	(0.149)	0.149	-	-	-	-	-	-	-	-	-	
24															
25	Key Rates														
26	Market Energy Price	Assumption *	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	121.89	
27	4.3 - Supplemental Energy **														
28	4.3.1 - Interruptible Energy Rate	Assumption				60.94									
29	4.3.2 - Buy-Through Energy Rate	Assumption					60.94								
30	4.3.3 - Market Energy Rate	Assumption						60.94							
31	4.4 - Backup Energy Rate	Assumption													
32	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption						60.94	60.94						
33	4.4.1(c) - Excess	Contract							250.00						
34	1.1.72 - Market Reference Rate	Assumption											60.94		
35	1.1.21 - Base Rate	See Supporting Sched.	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	
36	1.1.23 - Base Variable Rate	See Supporting Sched.	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	
37	1.1.52 - FAC Factor	Tariff	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	
38	1.1.43 - Environmental Surcharge Factor	Tariff	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	
39	1.1.84 - Non-FAC Purchased Power Adjustment Factor	Contract (Appendix A)	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	
40	4.11.4 - Surcharges:														
41	4.11 (a)	See contract charges below													
42	4.11 (b)	Contract	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	
43	4.11 (c)	See Supporting Sched.	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	
44	* Placeholder value intended to to represent costs of energy plus appropriate inclusion or exclusion of transmission services charges or any other charges or other expenses, per the Retail Service Agreement (see also Net Proceeds, below).														
45	** Assumed priced at cost, for illustration														

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Potline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)	
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)						
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh	
46	Charges (\$M)														
47	4.2 Base Energy Charge	(2 x 35) + (23 x 36)	205.4	203.6	207.3	205.4	205.4	205.4	205.4	205.4	205.4	205.4	205.4	205.4	
48	4.3 Supplemental Energy Charge														
49	4.3.1 Interruptible Energy	8 x 28	-	-	-	8.0	-	-	-	-	-	-	-	-	
50	4.3.2 Buy-Through Energy	9 x 29	-	-	-	-	8.0	-	-	-	-	-	-	-	
51	4.3.3 Market Energy	10 x 30	-	-	-	-	-	16.0	-	-	-	-	-	-	
52	4.4 Back-up Energy Charge														
53	4.4.1(a) and (b) (within 10MW per Smelter)	14 x 32	-	-	-	-	-	-	8.0	8.0	-	-	-	-	
54	4.4.1(c) - Excess	15 x 33	-	-	-	-	-	-	-	32.9	-	-	-	-	
55	4.5 Transmission Services Charge	Contract													
56	4.6 Excess Reactive Demand Charge	Contract													
57	4.7 TIER Adjustment Charge	See Supporting Sched.	-	-	-	-	-	-	-	-	-	-	-	-	
58	4.8 Adjustable Charges														
59	4.8.1 FAC Charge	22 x 37	81.9	80.2	83.5	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	
60	4.8.2 Non-FAC Purchased Power Adjustment Charge	22 x 39	0.5	0.5	0.6	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	
61	4.8.3 Environmental Surcharge	22 x 38	15.96	15.63	16.28	15.96	15.96	15.96	15.96	15.96	15.96	15.96	15.96	15.96	
62	4.9 Rebate	See Supporting Schedules	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(17.5)	(7.1)	(0.7)	(0.7)	(0.9)	
63	4.10 Equity Development Credit	Contract													
64	4.11 Surcharge														
65	4.11 (a)	Contract	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	
66	4.11 (b)	2 x 42	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	
67	4.11 (c)	2 x 43	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	
67A	4.11 (d)	-\$200,000 x 12	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	
68	4.12 Retail Fee	Contract	-	-	-	-	-	-	-	-	-	-	-	-	
69															
70	Total Charges		314.6	310.7	318.4	322.6	322.6	330.6	322.6	338.6	308.2	314.6	314.6	314.6	
71															
72	Credits (\$M)														
73	Net Proceeds	(12+18+19+20)x25 - (tax + admn. cost) * / Resale of Market Energy						4.0		39.9	199.3	53.9		1.1	
74	Avoidable Base Charge	See Supporting Schedules								30.4					
75															
76	4.13														
77	4.13.1 Surplus, Undeliverable Energy, and Potline Reduction Sales														
78	Surplus Sales	Min. of 73 and 74								30.4					
79	Undeliverable Energy, and Potline Reduction Sales	line 73									199.3	53.9			
80	4.13.2 Curtailment for Purchased Power	17 x 34											17.4		
81	4.13.3 Economic Sales	line 73 x 75%												0.8	
82	4.13.4 Market Energy Sales	line 73						4.0							
83															
84	Total Credits	78 + 79 + 80 + 81 + 82						4.0		30.4	199.3	53.9	17.4	0.8	
85	Net Charges	line 70 - line 84	314.6	310.7	318.4	322.6	322.6	326.6	322.6	338.6	277.8	115.3	260.6	297.2	
86	Net Charges per MWh Metered														
87	* Simplified calculation; in practice would include estimated Big Rivers tax liability (as applicable per sections 1.1.79, 10.1.4, 10.2.3, 10.3.7, and 13.3). Administrative fees are modeled per section 4.13.1.														
88															

**Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)**
Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Potline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)					
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh
89	Supporting Schedules													
90														
91	1.1.21 Smelter Base Rate													
92	Large Industrial Rate													
93	Load Factor (%)	Member Load Forecast	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%
94	Energy (\$/ MWh)	Tariff	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72
95	Demand (\$/ KW-mo.)	Tariff	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15
96	Blend		31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39
97	MDA (\$/ MWh)	[Tariff]	-	-	-	-	-	-	-	-	-	-	-	-
98	Net Rate (\$/ MWh)		31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39
99	Large Industrial Rate @ 98% LF	Contract	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90
100	Plus Margin	Contract	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
101	Smelter Base Rate		28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15
102														
103	1.1.23 Base Variable Rate													
104	FAC Base	Tariff	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72
105	Environmental Surcharge base	Tariff	-	-	-	-	-	-	-	-	-	-	-	-
106	Purchased Power Base	Tariff	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
107	Total		12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47
108														
109	4.11 (c) Surcharge													
110	Reference Fuel Expense (\$/ MWh)	Contract	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44
111	Actual Fuel Expense (\$/ MWh)	Assumption	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94
112	Min. of i) Actual Less Reference and ii) \$0.60 (not less than zero)		0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
113														
114	1.1.12 Avoidable Base Charge													
115	1.1.11(a)													
116	(i) Base Rate plus Adjustable Charge Rates	35 + 37 + 38 + 39								41.63				
117	(ii) Base Fixed Energy made available whether or not sold	line 19								0.73				
118	\$M	line 116 x line 117								30.38				
119	Plus													
120	1.1.11(b)													
121	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39								25.95				
122	(ii) Base Variable Energy made available whether or not sold	line 23								-				
123	\$M	line 121 x line 122								-				
124	Less													
125	1.1.11(c)													
126	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39								25.95				
127	(ii) Base Fixed or Variable Energy neither Metered nor Sold									-				
128	\$M	line 126 x line 127								-				
129	Net	line 118 + line 123 - line 128								30.38				
130														

**Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009**

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Polling Reduction Sales (10.3)	Curtailement for Purchased Power (4.13.2)	Economic Sales (4.13.3)
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)					
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtailement all market purchases	Max. of 9,600 MWh
178	Quarterly TIER Adjustment Charge													
179		Base Case												
180														
181	Revenues	579.4												
182	Expenses	564.1												
183	Net Margin Before TIER	15.3												
184	Interest + Margin	68.8												
185	Interest Charges	53.6												
186	Pre-Adjustment TIER	1.29												
187	Increment Needed for 1.24x	(2.4)												
188	Adjustments	1.4												
189	TIER Adjustment	(1.0)												
190	TIER Adjustment Charge													
191	1st Q	-												
192	2nd Q	-												
193	3rd Q	-												
194	4th Q	-												
195														
196	Illustrative Forecast Weightings (actual forecast methodologies to be determined)													
197	YTD													
198	Original Budget													
199														
200	YTD													
201	Revenues													
202	Expenses													
203	Net Margin Before TIER													
204	Interest + Margin													
205	Interest Charges													
206	Pre-Adjustment TIER													
207	Increment Needed for 1.24x													
208	Adjustments													
209	TIER Adjustment													
210														
211	Revised Full-Year Forecast													
212	Revenues													
213	Expenses													
214	Net Margin Before TIER													
215	Interest + Margin													
216	Interest Charges													
217	Pre-Adjustment TIER													
218	Increment Needed for 1.24x													
219	Adjustments													
220	TIER Adjustment													
221														

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
 Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
1.1.16 - Base Demand (MW) (a)	Contract	850.0	850.0		850.0		850.0		850.0	850.0			850.0
1.1.18 - Base Fixed Energy (TWh) (b)	Contract	7.297	1.824		1.824		1.824		1.824	7.297		4.9	7.297
Energy Balance (Annual TWh)													
Assumed Load Factor	Assumption	98%	96%		100%		98%		98%				
Metered Energy	Assumption	7.297	1.787		1.862		1.824		1.824	7.297			7.297
2.3.2 - Supplemental Energy													
2.3.2(a) Interruptible Energy	Assumption												
2.3.2(b) Buy-Through Energy	Assumption												
2.3.2(c) Market Energy													
Consumed	Assumption												
Sold	Assumption												
1.1.13 - Backup Energy													
4.4.1(a) and (b) (within 10MW per Smelter)	Assumption												
4.4.1(c) - Excess	Assumption												
1.1.15 - Base Curtailed Energy													
4.13.2 - Curtailment of Purchased Power	Assumption												
4.13.3 - Economic Sales	Assumption (Max. Under Contract)												
10.1 - Surplus Sales	Assumption												
10.2 - Undeliverable Energy Sales	Assumption												
10.3 - Potline Reduction Sales	Assumption (Approx. Max.)												
1.1.18 / 19 - Base Hourly/ Monthly Energy	line 6 + 17 + 18 + 19 + 20 + 21	7.297	1.787		1.862		1.824		1.824	7.297			7.297
1.1.22 - Base Variable Energy	line 22 - line 2	-	(0.037)		0.037		-		-	(0.000)			-
Key Rates													
Market Energy Price	Assumption *	60.94	60.94		60.94		60.94		60.94	60.94			60.94
4.3 - Supplemental Energy **													
4.3.1 - Interruptible Energy Rate	Assumption												
4.3.2 - Buy-Through Energy Rate	Assumption												
4.3.3 - Market Energy Rate	Assumption												
4.4 - Backup Energy Rate	Assumption												
4.4.1(a) and (b) (within 10MW per Smelter)	Assumption												
4.4.1(c) - Excess	Contract												
1.1.72 - Market Reference Rate	Assumption												
1.1.21 - Base Rate	See Supporting Sched.	28.15	28.15		28.15		28.15		28.15	28.15			28.15
1.1.23 - Base Variable Rate	See Supporting Sched.	12.47	12.47		12.47		12.47		12.47	12.47			12.47
1.1.52 - FAC Factor	Tariff	11.22	11.22		11.22		11.22		11.22	11.22			11.22
1.1.43 - Environmental Surcharge Factor	Tariff	2.19	2.19		2.19		2.19		2.19	2.19			2.19
1.1.84 - Non-FAC Purchased Power Adjustment Factor	Contract (Appendix A)	0.08	0.08		0.08		0.08		0.08	0.08			0.08
4.11.4 - Surcharges:													
4.11 (a)	See contract charges below												
4.11 (b)	Contract	0.60	0.60		0.60		0.60		0.60	0.60			0.60
4.11 (c)	See Supporting Sched.	0.60	0.60		0.60		0.60		0.60	0.60			0.600
* Placeholder value intended to represent costs of energy plus appropriate inclusion or exclusion of transmission services cf.													
** Assumed priced at cost, for illustration													

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
46	Charges (\$M)												
47	4.2 Base Energy Charge	(2 x 35) + (23 x 36)	205.4	50.9	51.8		51.4		51.4	205.4			205.4
48	4.3 Supplemental Energy Charge												
49	4.3.1 Interruptible Energy	8 x 28	-	-	-		-		-				
50	4.3.2 Buy-Through Energy	9 x 29	-	-	-		-		-				
51	4.3.3 Market Energy	10 x 30	-	-	-		-		-				
52	4.4 Back-up Energy Charge												
53	4.4.1(a) and (b) (within 10MW per Smelter)	14 x 32	-	-	-		-		-				
54	4.4.1(c) - Excess	15 x 33	-	-	-		-		-				
55	4.5 Transmission Services Charge	Contract											
56	4.6 Excess Reactive Demand Charge	Contract											
57	4.7 TIER Adjustment Charge	See Supporting Sched.	-	-	2.0	2.0	3.5	5.5	-	5.5	13.1	(13.1)	-
58	4.8 Adjustable Charges												
59	4.8.1 FAC Charge	22 x 37	81.9	20.0	20.9		20.5		20.5	81.9			81.9
60	4.8.2 Non-FAC Purchased Power Adjustment Charge	22 x 39	0.5	0.1	0.1		0.1		0.1	0.5			0.5
61	4.8.3 Environmental Surcharge	22 x 38	15.96	3.91	4.07		3.99		3.99	15.96			15.96
62	4.9 Rebate	See Supporting Schedules	(0.7)	-	-	-	-	-	-	-			(0.7)
63	4.10 Equity Development Credit	Contract											
64	4.11 Surcharge												
65	4.11 (a)	Contract	5.1	1.3	1.3		1.3		1.3	5.1			5.1
66	4.11 (b)	2 x 42	4.4	1.1	1.1		1.1		1.1	4.4			4.4
67	4.11 (c)	2 x 43	4.4	1.1	1.1		1.1		1.1	4.4			4.4
67A	4.11 (d)	-\$200,000 x 12	(2.4)	(0.6)	(0.6)		(0.6)		(0.6)	(2.4)			(2.4)
68	4.12 Retail Fee	Contract	-	-	-		-		-	-			-
69													
70	Total Charges		314.6	77.8	81.8		84.3		84.3	328.3	(13.1)	(0.7)	314.6
71													
72	Credits (\$M)												
73	Net Proceeds	(12+18+19+20)x25 - (tax + admn. cost) * / Resale of Market Energy											
74	Avoidable Base Charge	See Supporting Schedules											
75													
76	4.13												
77	4.13.1 Surplus, Undeliverable Energy, and Potline Reduction Sales												
78	Surplus Sales	Min. of 73 and 74											
79	Undeliverable Energy, and Potline Reduction Sales	line 73											
80	4.13.2 Curtailment for Purchased Power	17 x 34											
81	4.13.3 Economic Sales	line 73 x 75%											
82	4.13.4 Market Energy Sales	line 73											
83													
84	Total Credits	78 + 79 + 80 + 81 + 82											
85	Net Charges	line 70 - line 84	314.6	77.8	81.8		84.3		84.3	328.3	(13.1)	(0.7)	314.6
86	Net Charges per MWh Metered												
87	* Simplified calculation; in practice would include estimated Big Rivers tax liability (as applicable per sections 1.1.79, 10.1.4, 10.2.3, 10.3.7, and 13.3). Administrative fees are modeled per section 4.13.1.												
88													

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
89	Supporting Schedules												
90													
91	1.1.21 Smelter Base Rate												
92	Large Industrial Rate												
93	Load Factor (%)	Member Load Forecast	79%	79%	79%	79%	79%	79%	79%				79%
94	Energy (\$/ MWH)	Tariff	13.72	13.72	13.72	13.72	13.72	13.72	13.72				13.72
95	Demand (\$/ KW-mo.)	Tariff	10.15	10.15	10.15	10.15	10.15	10.15	10.15				10.15
96	Blend		31.39	31.39	31.39	31.39	31.39	31.39	31.39				31.39
97	MDA (\$/ MWH)	[Tariff]	-	-	-	-	-	-	-				-
98	Net Rate (\$/ MWH)		31.39	31.39	31.39	31.39	31.39	31.39	31.39				31.39
99	Large Industrial Rate @ 98% LF	Contract	27.90	27.90	27.90	27.90	27.90	27.90	27.90				27.90
100	Plus Margin	Contract	0.25	0.25	0.25	0.25	0.25	0.25	0.25				0.25
101	Smelter Base Rate		28.15	28.15	28.15	28.15	28.15	28.15	28.15				28.15
102													
103	1.1.23 Base Variable Rate												
104	FAC Base	Tariff	10.72	10.72	10.72	10.72	10.72	10.72	10.72				10.72
105	Environmental Surcharge base	Tariff	-	-	-	-	-	-	-				-
106	Purchased Power Base	Tariff	1.75	1.75	1.75	1.75	1.75	1.75	1.75				1.75
107	Total		12.47	12.47	12.47	12.47	12.47	12.47	12.47				12.47
108													
109	4.11 (c) Surcharge												
110	Reference Fuel Expense (\$/ MWh)	Contract	16.44	16.4	16.4	16.4	16.4	16.4	16.4				16.4
111	Actual Fuel Expense (\$/ MWh)	Assumption	21.94	21.9	21.9	21.9	21.9	21.9	21.9				21.9
112	Min. of i) Actual Less Reference and ii) \$0.60 (not less than zero)		0.60	0.60	0.60	0.60	0.60	0.60	0.60				0.60
113													
114	1.1.12 Avoidable Base Charge												
115	1.1.11(a)												
116	(i) Base Rate plus Adjustable Charge Rates	35 + 37 + 38 + 39											
117	(ii) Base Fixed Energy made available whether or not sold	line 19											
118	\$M	line 116 x line 117											
119	Plus												
120	1.1.11(b)												
121	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39											
122	(ii) Base Variable Energy made available whether or not sold	line 23											
123	\$M	line 121 x line 122											
124	Less												
125	1.1.11(c)												
126	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39											
127	(ii) Base Fixed or Variable Energy neither Metered nor Sold	line 23											
128	\$M	line 126 x line 127											
129	Net	line 118 + line 123 - line 128											
130													

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
131	4.7 TIER Adjustment Charge												
132	4.7.5 TIER Adjustment												
133	System Revenues Before TIER Adjustment												
134	Base Case	Financial Model	579.409	144.852	144.852	144.852	144.852	144.852	579.409				579.409
135	Increment from Base Case (Accounts for Both Smelters):												
136	Base Energy Charge	22 x 36		(0.5)	0.5	-	-	-					
137	FAC/ ES/ PPA Charges	23 x (37 + 38+ 39)		(0.5)	0.5	-	-	-					
138	Supplemental Energy	49 + 50 + 51											
139	Backup Energy	53 + 54											
140	Net Proceeds	line 73											
141	Less: Credits	line 84											
142	Total Increment from Base Case	136 +137 +138+ 139 +140 + 141	-	(1.0)	1.0	-	-	(0.0)					
143	Total Revenues	line 134 - line 142	579.4	143.9	145.8	144.9	144.9	579.4					579.4
144	System Expenses Before TIER Adjustment												
145	Base Case - Gross	Financial Model	564.4	141.1	141.1	141.1	141.1	564.4					564.4
146	Net Debit to Power Purchases reflected in Regulatory Account	Financial Model	(0.3)	(0.1)	(0.1)	(0.1)	(0.1)	(0.3)					(0.3)
147	Base Case - Net	Financial Model	564.1	141.0	141.0	141.0	141.0	564.1					564.1
148	Increment from Base Case												
149	Variable Costs *	23 x (36 + 37+ 38+ 39)		(1.0)	1.0	-	-	(0.0)					
150	Power Purchases	138 + 139											
151	Interest (net of capitalization)												
152	Other			7.1	7.1	-	(14.1)	-					
153	Total Increment from Base Case	149 + 150 + 151 + 152	-	6.1	8.0	-	(14.1)	-					
154	Total Expenses	line 147 + line 153	564.1	147.1	149.0	141.0	126.9	564.1					564.1
155	Net Margin Before TIER Adjustment	line 143 - line 154	15.3	(3.2)	(3.2)	3.8	17.9	15.3					15.3
156	Interest Charges Plus Net Margin	line 155 + line 158	68.8	10.2	10.2	17.2	31.3	68.8					68.8
157	Interest Charges:												
158	Base Case	Financial Model	53.6	13.4	13.4	13.4	13.4	53.6					53.6
159	Increment from Base Case		-										
160	Total	line 158 - line 159	53.6	13.4	13.4	13.4	13.4	53.6					53.6
161	Pre-Adjustment TIER	line 156/ line 160	1.285	0.759	0.759	1.285	2.339	5.141					1.285
162	Incremental Revenue Needed to Achieve TIER = 1.24x	(1.24 - line 161) x line 160	(2.4)	6.4	6.4	(0.6)	(14.7)	(2.4)					(2.4)
163	Adjustments:												
164	4.7.5(f) No revenue from Economic/ Transition Reserves	Financial Model	1.4	0.4	0.4	0.4	0.4	1.4					1.4
165	Other		-	-	-	-	-	-					-
166	Total	line 164 + line 165	1.4	0.4	0.4	0.4	0.4	1.4					1.4
167	TIER Adjustment	line 162 + line 166	(1.0)	6.8	6.8	(0.3)	(14.4)	(1.0)					(1.0)
168	TIER Adjustment Charge	Max. of line 167 and zero	-										
169													
170	4.9 Rebate												
171	Excess TIER Amount		(1.0)	-	-	-	-	-					(1.0)
172	Rebate:												
173	Smelter MWh		68%	68%	68%	68%	68%	68%					68%
174	Rebate		(0.7)	-	-	-	-	-					(0.7)
175													
176	* Example assumes variable costs incurred at rate stipulated in 1.1.21; plus FAC, Environmental Surcharge, and PPA												
177													

**Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
 Smeiter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009**

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adj. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
178	Quarterly TIER Adjustment Charge												
179		Base Case	Intermediate Annual Forecasts *										
			3 Months Actual, 9 Months Forecast	Change Applicable to Next Quarter	6 Months Actual, 6 Months Forecast	Change Applicable to Next Quarter	9 Months Actual, 3 Months Forecast	Change Applicable to Next Quarter					
180													
181	Revenues	579.4	578.4		579.4		579.4						
182	Expenses	564.1	570.2		578.2		578.2						
183	Net Margin Before TIER	15.3	8.2		1.2		1.2						
184	Interest + Margin	68.8	61.8		54.7		54.7						
185	Interest Charges	53.6	53.6		53.6		53.6						
186	Pre-Adjustment TIER	1.29	1.2		1.0		1.0						
187	Increment Needed for 1.24x	(2.4)	4.6		11.7		11.7						
188	Adjustments	1.4	1.4		1.4		1.4						
189	TIER Adjustment	(1.0)	6.0		13.1		13.1						
190	TIER Adjustment Charge												
191	1st Q	-	-		-		-						
192	2nd Q	-	2.0	2.0	2.0		2.0						
193	3rd Q	-	2.0		5.5	3.5	5.5						
194	4th Q	-	2.0		5.5		5.5	0.0					
195													
196	* Illustrative Forecast Weightings (actual forecast methodologies to be determined)												
197	YTD		25%		50%		75%						
198	Original Budget		75%		50%		25%						
199													
200	YTD												
201	Revenues		143.9		289.7		434.6						
202	Expenses		147.1		296.2		437.2						
203	Net Margin Before TIER		(3.2)		(6.5)		(2.6)						
204	Interest + Margin		10.2		20.3		37.5						
205	Interest Charges		13.4		26.8		40.2						
206	Pre-Adjustment TIER		0.76		0.76		0.93						
207	Increment Needed for 1.24x		6.4		12.9		12.3						
208	Adjustments		0.4		0.7		1.1						
209	TIER Adjustment		6.8		13.6		13.3						
210													
211	Revised Full- Year Forecast												
212	Revenues		578.4		579.4		579.4						
213	Expenses		570.2		578.2		578.2						
214	Net Margin Before TIER		8.2		1.2		1.2						
215	Interest + Margin		61.8		54.7		54.7						
216	Interest Charges		53.6		53.6		53.6						
217	Pre-Adjustment TIER		1.15		1.02		1.02						
218	Increment Needed for 1.24x		4.6		11.7		11.7						
219	Adjustments		1.4		1.4		1.4						
220	TIER Adjustment		6.0		13.1		13.1						
221													

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AUG 03 2009

**PUBLIC SERVICE
COMMISSION**

**U.S. DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE**

RUS BORROWER DESIGNATION Kentucky 62 Big Rivers

THE WITHIN Coordination Agreement dated as of July 1, 2009 by and between

Big Rivers Electric Corporation and Alcan Primary Products

Corporation.

**SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.**



FOR THE ADMINISTRATOR

DATED

JUL 16 2009

COORDINATION AGREEMENT

Dated as of July 1, 2009,

by and between

BIG RIVERS ELECTRIC CORPORATION

and

ALCAN PRIMARY PRODUCTS CORPORATION

COORDINATION AGREEMENT

This COORDINATION AGREEMENT ("Agreement") is made and entered into as of July 1, 2009, by and between BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric cooperative ("Big Rivers"), and ALCAN PRIMARY PRODUCTS CORPORATION, a Texas corporation ("Alcan"). Big Rivers and Alcan are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

A. Kenergy Corp., a Kentucky retail rural electric cooperative, currently supplies and delivers to Alcan, the owner and operator of an aluminum reduction plant in Sebree, Kentucky, electric energy and related services pursuant to an Agreement for Electric Service, dated July 15, 1998, between Henderson Union Electric Cooperative Corp., Kenergy's predecessor-in-interest, and Alcan Aluminum Corporation, Alcan's predecessor in interest (the "Existing Alcan Agreement").

B. Kenergy currently purchases certain electric energy and related services for resale to Alcan from Western Kentucky Energy Corp., an affiliate of E. ON U.S., LLC, formerly known as LG&E Energy Corp. (together with such affiliates and parent, collectively, "LG&E") under an Agreement for Electric Service, dated as of July 15, 1998 (the "Kenergy/LG&E Contract").

C. Kenergy also currently purchases additional electric energy and related services for resale to Alcan, to serve the energy requirements of Alcan not provided by LG&E, from third-party suppliers, including Big Rivers.

D. The Existing Alcan Agreement and the Kenergy/LG&E Contract were entered into in connection with the consummation of a series of transactions implementing the First Amended Plan of Reorganization of Big Rivers, as part of which, among other things (i) Big Rivers leased its generating facilities to LG&E and (ii) Big Rivers entered into a power purchase arrangement with LG&E whereby LG&E supplied Big Rivers with electric energy and related services for resale to its Members.

E. Big Rivers and LG&E have agreed to terminate and unwind existing transactions among them relating to the lease by Big Rivers of its interest in its generating facilities to LG&E and the sale by LG&E of electric energy and related services to Big Rivers.

F. In connection with and as a condition to such termination and unwind transactions, Big Rivers has agreed to supply electric energy and related services to Kenergy for resale to Alcan pursuant to a wholesale power sales agreement, dated as of the date hereof (the "Alcan Wholesale Agreement").

G. Kenergy has agreed to supply a similar amount of electric energy and related services to Alcan pursuant to a retail electric service agreement, dated as of the date hereof (the "Alcan Retail Agreement").

H. Big Rivers, Kenergy and Alcan have further agreed that Alcan will make payments due under the Alcan Retail Agreement to a depository bank under a certain Security and Lockbox Agreement to be executed among Big Rivers, Kenergy, Alcan and a depository bank selected by those parties (the “Lockbox Agreement”) or, under arrangements relating to sales of Energy by Third Party Suppliers to Kenergy for resale to Alcan to the depository under other similar lockbox arrangements among Kenergy, Alcan and the Third Party Supplier.

I. As a further condition to the execution and delivery of the Alcan Wholesale Agreement by Big Rivers, and the execution and delivery of the Alcan Retail Agreement by Alcan, respectively, the Parties desire to enter into this Agreement to coordinate the performance of their respective obligations under such agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual covenants set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Definitions; Rules of Interpretations. Capitalized terms used in this Agreement and not defined herein have the meanings assigned to those terms in the Alcan Retail Agreement. The rules of interpretation set forth in Section 1.2 of the Alcan Retail Agreement shall apply to this Agreement as though fully set forth herein.

2. Term and Survival of Obligations. This Agreement shall commence on the date first written above, provided that the obligations of the Parties under Section 3 and Section 5 shall not commence until the Effective Date. This Agreement shall continue in effect until the Alcan Retail Agreement expires or is terminated in accordance with its terms. Notwithstanding the foregoing, any provision of this Agreement providing for payment from one party to the other for assignment of the right to collect and enforce collection of amounts due, or related to remedies for default, damage claims, or payment of other amounts will survive termination or expiration of this Agreement to the extent necessary for its enforcement and the protection of the Party in whose favor such provision exists.

3. Covenants and Agreements.

3.1 Alcan Retail Agreement. Alcan shall (i) fully perform and discharge all of its obligations under the Alcan Retail Agreement unless excused in accordance with the terms thereof; (ii) not act or rely upon any written or oral waivers granted by Kenergy of Alcan’s performance under or compliance with provisions of the Alcan Retail Agreement that could be reasonably expected to materially adversely affect Big Rivers’ rights or interests under the Alcan Wholesale Agreement without the prior written consent of Big Rivers; (iii) not waive the performance and discharge by Kenergy of its material obligations under the Alcan Retail Agreement without the prior written consent of Big Rivers; (iv) not amend or modify the Alcan Retail Agreement without the prior written consent of Big Rivers (the addition, deletion, modification or amendment of supplemental tariffs contemplated by the Alcan Retail Agreement which has been approved by the KPSC is deemed not to be an amendment or modification of the Alcan Retail Agreement for the purposes of this Section 3.1); (v) not terminate or repudiate the

Alcan Retail Agreement (including by rejection or similar termination in a bankruptcy proceeding involving Alcan) other than in accordance with the provisions thereof without the prior written consent of Big Rivers; (vi) make payments pursuant to the Alcan Retail Agreement when due and in accordance therewith and the Lockbox Agreement for so long as such agreements exist; (vii) not take any action or support any action by others that in any manner would impede Alcan's ability to fulfill its obligations to Kenergy or Big Rivers under the Alcan Retail Agreement or this Agreement or act in any manner that could reasonably be expected to materially adversely affect its ability to perform or discharge its obligations under this Agreement; (viii) provide Big Rivers with a copy of all notices sent to Kenergy pursuant to the Alcan Retail Agreement; and (ix) not assign or transfer (by operation of law or otherwise) any rights or interests that it may have in the Alcan Retail Agreement except in accordance with Article 16 thereof; *provided*, that any transfer or assignment pursuant to Article 16 thereof which requires the consent or approval of Kenergy also shall require the consent of Big Rivers.

3.2 Alcan Wholesale Agreement. Big Rivers shall (i) fully perform and discharge all of its obligations under the Alcan Wholesale Agreement unless excused in accordance with the terms thereof; (ii) not act or rely upon any written or oral waivers granted by Kenergy of Big Rivers' performance under or compliance with provisions of the Alcan Wholesale Agreement that could be reasonably expected to materially adversely affect Alcan's rights or interests under the Alcan Retail Agreement without the prior written consent of Alcan; (iii) enforce the performance and discharge by Kenergy of its material obligations under the Alcan Wholesale Agreement and not waive the performance and discharge by Kenergy of its material obligations thereunder; (iv) not amend or modify the Alcan Wholesale Agreement without the prior written consent of Alcan (the addition, deletion, modification or amendment of supplemental tariffs contemplated by the Alcan Wholesale Agreement which has been approved by the KPSC is deemed not to be an amendment or modification of the Alcan Wholesale Agreement for the purposes of this Section 3.2); (v) not terminate or repudiate the Alcan Wholesale Agreement (including by rejection or similar termination in a bankruptcy proceeding involving Big Rivers) other than in accordance with the provisions thereof; (vi) not take any action or support any action by others that in any manner would impede Big Rivers' ability to fulfill its obligations to Kenergy or Alcan under the Alcan Wholesale Agreement or this Agreement or act in any manner that could reasonably be expected to materially adversely affect its ability to perform or discharge its obligations under this Agreement; (vii) provide Alcan with a copy of all notices sent to Kenergy pursuant to the Alcan Wholesale Agreement; and (viii) not assign or transfer (by operation of law or otherwise) any rights or interests that it may have in the Alcan Wholesale Agreement except in accordance with Article 16 thereof; *provided*, that any transfer or assignment pursuant to Article 16 thereof which requires the consent or approval of Kenergy also shall require the consent of Alcan.

3.3 Payments.

(a) Big Rivers shall pay Alcan upon the Effective Date an amount equal to \$3,485,577 less \$83,333 for each month after December 31, 2006 (calculated as of the 25th day of each month) (the "Assurances Agreement Payment") in lieu of amounts otherwise payable under Section 3(i) of the Assurances Agreement between Alcan and LG&E Energy Marketing Inc., dated as of July 15, 1998. Big Rivers shall make the Assurances Agreement Payment to Alcan on the Effective Date; *provided*, that Big Rivers may credit all or any portion

of the Assurances Agreement Payment against one or more invoices relating to the sale of electric energy or related services to Kenergy for resale to Alcan prior to the Effective Date.

(b) Big Rivers shall pay Alcan upon the Effective Date \$3,031,000.

(c) Upon the Effective Date, Big Rivers shall be obligated to pay Alcan within five (5) days of the Effective Date an amount equal to the difference between (i) the aggregate dollar amount charged by Big Rivers to Kenergy for Block A Energy, Block A-1 Energy, Block B Energy and Block C Energy as defined in the Agreement for Tier 3 Energy dated November 29, 2007 and the First Amendment thereto dated June 6, 2008 between Big Rivers and Kenergy for the benefit of Alcan (collectively, as extended, the "2008 Tier 3 Agreement"), for the period beginning at 12:01 AM on October 6, 2008 through midnight of the Effective Date (the "Payment Period") and (ii) the dollar amount calculated by multiplying the aggregate volume of Block A Energy, Block A-1 Energy, Block B Energy and Block C Energy delivered by Big Rivers to Kenergy for resale to Alcan pursuant to the 2008 Tier 3 Agreement during the Payment Period times the rate of \$43.11 per MWh. For example, if the volume of Block A Energy, Block A-1 Energy, Block B. Energy and Block C Energy delivered by Big Rivers during the Payment Period was 175,000 megawatt hours for an aggregate charge of \$8,900,000, the payment would be \$1,226,420 (\$8,900,000 less (175,000 x \$43.11 = \$7,673,580) = \$1,226,420).

3.4 Budget.

(a) Big Rivers shall provide to Alcan for its review and evaluation (i) on or prior to the date 90 days prior to the end of each Fiscal Year, a copy of Big Rivers' then-current draft proposed annual capital and operating budget (the "Proposed Budget") for the following Fiscal Year, and (ii) any reasonably requested supporting information with respect to the Proposed Budget or expenditures in excess of the Budget.

(b) If requested by either Alcan or Century, Big Rivers and Alcan and, if the Century Retail Agreement is in effect, Century, shall jointly engage an independent expert (the "Independent Engineer") and shall agree on the scope of review required to evaluate the draft Proposed Budget. Big Rivers shall pay 50% and Alcan shall pay 50% of the fees and expenses of the Independent Engineer (or Alcan shall pay 25% if the Century Retail Agreement is in effect).

(c) Alcan shall have the opportunity to present the conclusions and recommendations of the Independent Engineer with respect to the Proposed Budget to the Coordinating Committee and to Big Rivers' Board of Directors as soon as reasonably practicable following the Independent Engineer's completion of the Proposed Budget evaluation.

(d) Big Rivers and Alcan will treat the reports, opinions and other work product of the Independent Engineer as confidential, proprietary business information that will not be publicly disclosed or offered as evidence in any regulatory or legal proceeding by Big Rivers, Kenergy or Alcan.

(e) On or prior to the last day of each Fiscal Year, Big Rivers shall provide Alcan copies of the final Budget for the following year. Big Rivers intends to use

reasonable commercial efforts to keep its expenses each year within such year's Budget, but makes no representation that keeping its expenses within such year's Budget will be commercially feasible.

(f) Big Rivers shall provide Alcan notice if:

(i) Big Rivers (A) incurs or plans to incur \$4 million of capital expenditures in any Fiscal Year in excess of the capital expenditures in the Budget for such Fiscal Year, or (B) thereafter incurs or plans to incur an additional \$3 million of capital expenditures in excess of the capital expenditures in the Budget for such Fiscal Year; or

(ii) Big Rivers (A) incurs or plans to incur operating expenses in any Fiscal Year aggregating 2.5% in excess of Big Rivers' total operating expenses in the Budget for such Fiscal Year, or (B) thereafter, incurs or plans to incur an additional 1.25% of such total operating expenses in the Budget, excluding in each case expenses for fuel, environmental compliance or purchased power.

At the request of Alcan, the Coordinating Committee shall meet to discuss the causes of such capital expenditures or operating expenses in excess of the budgeted amounts and, after meeting with the Coordinating Committee, if further requested, Big Rivers shall permit Alcan to make one presentation to Big Rivers' Board with respect thereto.

3.5 Plan of Reorganization. The Parties acknowledge and agree that nothing in the Alcan Retail Agreement, the Alcan Wholesale Agreement, this Agreement or any document or agreement relating thereto may be construed to amend, affirm, waive or otherwise alter the terms of Schedule 5.4(a) of the Big Rivers' plan of reorganization, as modified June 1, 1998, or any document or agreement relating thereto regarding the obligation of Big Rivers to serve Kenergy for the benefit of Alcan; *provided*, that Alcan and Big Rivers disagree, notwithstanding the Unwind Transaction, as to the obligation of Big Rivers, in the absence of a new or amended contract, to serve Kenergy for the benefit of Alcan when the Existing Alcan Agreement terminates or when the Alcan Retail Agreement terminates. The Parties acknowledge that clarity on this issue is desired by both Parties so that necessary and appropriate capital planning and decision-making can be undertaken. The Parties agree to endeavor in good faith to resolve this disagreement prior to 2015.

3.6 Alcan Credit Support. Alcan shall (i) if the rating of the unenhanced, unsecured debt obligation of Alcan Parent with Standard & Poor's is not "A+" or higher (and in addition, if Alcan Parent has such a rating from Moody's, that rating with Moody's is not "A1" or higher), provide and maintain credit support in the form of a letter of credit from a bank rated "A+" or higher, or other credit support acceptable to Big Rivers and Kenergy, in an amount equal to the amounts estimated by Big Rivers to be due to Big Rivers and Kenergy with respect to Alcan's obligations under the Alcan Retail Agreement for a period of two months, and any amount which Big Rivers estimates reasonably could be due with respect to taxes relating to any sale of Energy pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, Section 10.2 as Undeliverable Energy Sales or Section 10.3 as Potline Reduction Sales, in each

case, of the Alcan Retail Agreement (“Potential Tax Liability”); and (ii) cause Alcan Parent to guarantee to Big Rivers and Kenergy payment and performance of all obligations of Alcan under the Alcan Retail Agreement, including Potential Tax Liability, and all obligations of Alcan under the other documents entered into by Alcan and its Affiliates in connection with the New Transaction pursuant to a Guarantee Agreement executed by Alcan Parent in favor of Big Rivers and Kenergy which shall be satisfactory in form and substance to Big Rivers (the “Alcan Guarantee”). At the request of Big Rivers, Alcan will maintain the Alcan Guarantee until closure of all applicable tax years of Big Rivers. At the request of Alcan, Big Rivers will provide Alcan with information as to the amount and calculation of the estimated Potential Tax Liability and reasonably detailed documentation in support thereof.

3.7 Transmission Upgrade. As soon as reasonably practicable, Big Rivers will develop, finance and construct improvements to its transmission facilities to permit Big Rivers to transmit to its border all Base Fixed Energy.

3.8 Proceedings Affecting Rates.

(a) The Parties acknowledge and agree that

(i) Big Rivers shall have the right to seek KPSC approval for changes to the Non-Smelter Member Rates, and FERC approval of changes to the OATT, from time to time, but Big Rivers shall not seek an increase in its base rates to take effect before January 1, 2010, excluding any roll-in to Big Rivers’ base rates of costs that would otherwise be recovered by the Environmental Surcharge or the FAC, and

(ii) Big Rivers will not seek to implement a wholesale rate reduction other than the Rebate to its Members under the procedures available in KRS 278.455 without the consent of Alcan;

provided that this commitment by Big Rivers will have no effect on the availability to Big Rivers’ Members of the procedures in KRS 278.455 to flow-through any wholesale rate decrease to the Non-Smelter Ratepayers.

(b) Alcan shall have the right to intervene and participate in any proceeding that may affect rates at the KPSC or FERC or before any other Governmental Authority. Neither Big Rivers nor Alcan will support or seek, directly or indirectly, from any Governmental Authority, including the KPSC, any challenge to or change in the rate formula set forth in the Alcan Wholesale Agreement or the Alcan Retail Agreement or other terms and conditions set forth therein, including the relationship of the Large Industrial Rate to amounts payable by Alcan pursuant to the Alcan Retail Agreement, except that any Party may initiate or intervene in a proceeding to (i) clarify, interpret or enforce the Alcan Wholesale Agreement or the Alcan Retail Agreement, or (ii) challenge the applicable rate for Transmission Services should those services be unbundled for purposes of calculating the Large Industrial Rate. For the avoidance of doubt, Alcan’s intervention and participation in a regulatory proceeding involving cost of service issues relating to the rates of the Non-Smelter Ratepayers shall not be considered a challenge to the rate formula.

(c) If *Commonwealth of Kentucky ex rel. Gregory D. Stumbo, Attorney General v. Public Service Comm'n and Union Light, Heat and Power Co.*, Franklin Circuit Court, C.A. No. 06-CI-269, or any Applicable Law relating thereto restricts the amounts recovered under the FAC, Appendix A, or the Environmental Surcharge Rider, then Kenergy, Alcan, Big Rivers and, if the Century Retail Agreement is then in effect, Century, shall negotiate in good faith to amend this Agreement (and other agreements entered into in connection herewith) to restore the relative rights and economic benefits thereunder. If such parties are unable to reach an agreement on such amendments, then this Section 3.8 shall not restrict Big Rivers from seeking KPSC approval for an increase to its base rates or an amendment to the FAC, Appendix A, or the Environmental Surcharge Rider.

(d) Nothing in this Agreement shall limit or expand the jurisdiction of the KPSC or the FERC over Big Rivers or the rates, terms and conditions of electric service to Alcan pursuant to the Alcan Retail Agreement or otherwise.

(e) Big Rivers will provide Alcan a copy of any filing with the KPSC or FERC that seeks a change in Big Rivers' tariff or relief authorized by KRS 278.020, KRS 278.030, KRS 278.212, KRS 278.218, KRS 278.300, KRS 278.183 or 807 KAR 5:056.

3.9 Communications; Request for Meetings. Big Rivers will establish with Alcan procedures for the regular dissemination of information relating to the operational and financial performance of Big Rivers. If Alcan believes Big Rivers has or may incur unreasonable costs or expenses, Alcan may request in writing a meeting with Big Rivers' management to discuss such costs or expenses. Such meeting will take place within ten Business Days of the request but shall not be held more frequently than once per fiscal quarter. Nothing in this Section shall obligate Big Rivers to take any action as a result of such meeting.

3.10 Depreciation Rates.

(a) Big Rivers shall not modify its depreciation rates without the approval of or consent or acceptance by the KPSC or, if the KPSC no longer has jurisdiction over Big Rivers, by any other Governmental Authority having jurisdiction over such modification. Big Rivers will provide Alcan reasonable notice of the implementation of such modification together with reasonably detailed documentation describing such modification and an opportunity to discuss such modification with Big Rivers' management prior to the filing of an application for approval of the modification of such depreciation rates with the KPSC or other Governmental Authority having jurisdiction.

(b) Big Rivers shall not initiate a request to a Governmental Authority or RUS for changes to its depreciation rates that would be projected to cause the weighted average depreciation rates for the period from the Effective Date through December 31, 2016, to exceed the weighted average depreciation rates for the same period set forth in the Model; *unless* (1) Big Rivers determines in good faith, based on discussions with a nationally recognized statistical rating organization and after consultation with Alcan, that it is necessary to make such a modification to its depreciation rates in order to maintain an investment grade credit rating, (2) a Governmental Authority with jurisdiction or RUS directs Big Rivers to modify its depreciation rates, or (3) Big Rivers' independent auditors assert that they would not be able to deliver an

unqualified audit opinion with respect to Big Rivers' financial statements as a result of Big Rivers' failure to seek or implement a modification of its depreciation rates. For purposes of this clause (b), Big Rivers' weighted average depreciation rates for the period from Effective Date through December 31, 2016, shall be the sum of its total depreciation expense for each year for that same period over the sum of the average gross depreciable plant for each year over that same period, with appropriate adjustments for partial years.

3.11 Audit Rights. Big Rivers will permit Alcan to audit, upon reasonable notice, at its own expense, at a mutually agreeable time, all information in the possession of Big Rivers relating to its service under the Alcan Wholesale Agreement to Kenergy for resale to Alcan, including scheduled deliveries, meter records, billing records, records related to payments to Big Rivers and such other documents related to payment for and determination of the amount of electric energy, Transmission Services and other related services supplied by Big Rivers and delivered to Kenergy for resale and delivery to Alcan. Big Rivers shall retain all documentation applicable to service to Kenergy under the Alcan Wholesale Agreement for a period of three years. Nothing in this Section 3.11 shall obligate Big Rivers to provide attorney-client privileged information.

3.12 Bylaw Amendments.

(a) Subject to Section 3.12(b) and (c), Big Rivers agrees not to amend its Bylaws after the adoption of the amendment set forth in Section 13.4 of the Alcan Wholesale Agreement in a manner that adversely affects the rights of Alcan to receive patronage capital or other distributions from Big Rivers through Kenergy without the prior consent of Alcan.

(b) Notwithstanding Section 3.12(a), nothing in this Section 3.12 shall restrict Big Rivers' ability to amend its Bylaws (i) without the consent of Alcan if Big Rivers gives notice to Alcan of the proposed Bylaw amendment, together with a copy of such proposed amendment, and Alcan does not object to the proposed amendment within 60 days after the notice is delivered, (ii) with the consent of Alcan during the Consent Period (as defined in Section 3.12(c)), or (iii) without the consent of Alcan following the Consent Period.

(c) The provisions of this Section 3.12 (and the obligations of the parties to notify the other Party of any change in its address pursuant to Section 7.4 hereof) shall survive for 10 years after the end of the Service Period (the "Consent Period") regardless of the termination or expiration of this Agreement.

3.13 Operation of System. Big Rivers shall operate its electric generation and transmission system for the mutual benefit of the Members and patrons consistent with Prudent Utility Practices, and will apply the same standards to operating decisions that may affect the Monthly Charge. Big Rivers will not use the payment obligation of Alcan under Section 4.7 (TIER Adjustment Charge) of the Alcan Retail Agreement as the substantive basis for making an operating decision.

3.14 Property Rights.

(a) Big Rivers' nonpatronage net earnings, after offset (if applicable) by any available tax loss carryforward amounts attributable to a deficit in nonpatronage net

earnings from prior taxable years, shall, if positive, be retained by Big Rivers as a permanent source of equity and, if negative, shall be carried forward to be applied as an offset against future positive nonpatronage net earnings.

(b) Upon liquidation, the assets of Big Rivers shall be distributed in the following order: (i) all debts and obligations of Big Rivers shall be paid in accordance with lawful priorities, (ii) each Member's or other patron's capital account balance shall be paid without priority on a *pro rata* basis until all such capital accounts (as determined subsequent to adjusting such accounts by allocations of patronage net earnings for the year of liquidation exclusive of any gain arising from the liquidation) have been reduced to zero, and (iii) any remaining assets of Big Rivers shall be paid to the current and former Members or other patrons of Big Rivers based upon the amount of their historic patronage with Big Rivers measured by kilowatt-hours purchased from Big Rivers over the life of Big Rivers. The life of Big Rivers is defined to begin at the date Big Rivers was formed in 1961 and to continue uninterrupted through Big Rivers' bankruptcy reorganization to the date of liquidation.

(c) The provisions of this Section 3.14 shall survive the expiration or earlier termination of this Agreement.

3.15 Big Rivers Capitalization Policy. To the extent consistent with Accounting Principles, Applicable Law and guidance of applicable Governmental Authorities or RUS, Big Rivers shall capitalize expenditures for the replacement of the items related to Big Rivers' generation facilities identified in the list of the retirement units set forth in the Schedule 3.15.

3.16 Purchased Power Regulatory Account. Big Rivers will request KPSC to and, if the KPSC approves, shall (a) establish a regulatory account containing purchased power costs to be recovered by Big Rivers from the Members with respect to sales to their Non-Smelter Ratepayers in an amount equal to the sum of the Non-FAC Purchased Power Adjustment Factor in each month multiplied by the amount of Energy delivered in each month to the Members for such sales; and (b) establish the method of recovery of such amounts from Non-Smelter Ratepayers at each general rate adjustment case.

3.17 Model. It is understood and agreed that (i) all financial and production cost models ("Model") including the Model filed with the KPSC in connection with the application for approval of the Unwind Transaction and the New Transaction have been developed solely by Big Rivers to provide its best estimate of the future operations of Big Rivers after the Unwind Transaction is consummated, and (ii) Alcan by executing this Agreement and consummating the Unwind Transaction is not indicating its agreement or disagreement with the forecasted work plans, assumptions or specific expenditures embedded in the Model.

4. Coordinating Committee.

4.1 The parties have agreed to the establishment of a committee ("Coordinating Committee"), consisting of representatives of the Members' chief executive officers, Alcan, Century, and Big Rivers management, organized for the purpose of reviewing,

analyzing and discussing information relating to Big Rivers' operational and financial performance. The Coordinating Committee shall meet at least once each calendar quarter.

4.2 If the Coordinating Committee does not exist or does not function with the subject matter of this Section 4, then Big Rivers shall have the same obligations as to the Smelters, jointly.

4.3 At a minimum of once a year and at such other times as the Parties may agree, the members of the Coordinating Committee will establish a meeting with Big Rivers' board members. These meetings will be informal and the purpose of such meetings will be to discuss Big Rivers' operating and financial performances and plans, and issues affecting the electric utility and smelting industry operations.

4.4 The information to be discussed by the Coordinating Committee shall include (i) analysis criteria and procedures for evaluating plans, procedures, expenditures and maintenance programs, (ii) budgets, (iii) operations and capital expenditures, (iv) fuel procurement or supply, (v) comparison of actual performance to the Budget and an explanation of variances to the Budget, (vi) load forecasts and integrated resource plans, (vii) depreciation studies, proposed changes in depreciation rates and associated proposed changes in electric rates, and (viii) other activities, such as the timing and terms of refinancing the RUS debt or whether to join an independent transmission system operator, that may impact Big Rivers' operational and financial performance. Big Rivers shall provide the Coordinating Committee members any reasonably requested supporting information relating to the items discussed.

4.5 The activities of the Coordinating Committee shall be a standing report item on the agenda of the monthly meeting of the Big Rivers Board of Directors. From time to time Alcan's representatives may make a request to the chairman of the Big Rivers Board of Directors that they be allowed to participate with management in making such report.

5. Cure Rights.

5.1 Notwithstanding any provision contained in the Alcan Retail Agreement that affords Alcan the right to terminate the Alcan Retail Agreement upon any breach or default by Kenergy thereunder, Alcan shall provide Big Rivers a reasonable opportunity, exercisable in Big Rivers' sole discretion, to cure any such breach or default by Kenergy prior to exercising such termination rights, which opportunity shall extend, at a minimum, for a period of not less than 10 Business Days after the later of (i) the date of expiration of the applicable period of time (if any) available for a cure by Kenergy under the Alcan Retail Agreement, and (ii) the date on which notice of the breach or default by Kenergy is delivered by Alcan to Big Rivers. Alcan hereby consents to any attempt by Big Rivers to cure any breaches or defaults by Alcan under the Alcan Retail Agreement that may hereafter occur, provided, that Big Rivers does not materially interfere with Alcan's attempts (if any) to so cure such breaches or defaults.

5.2 Notwithstanding any provision contained in the Alcan Wholesale Agreement that affords Big Rivers the right to terminate the Alcan Wholesale Agreement upon any breach or default by Kenergy thereunder, Big Rivers shall provide Alcan a reasonable opportunity, exercisable in Alcan's sole discretion, to cure any such breach or default by

Kenergy prior to exercising such termination rights, which opportunity shall extend, at a minimum, for a period of not less than ten Business Days after the later of (i) the date of expiration of the applicable period of time (if any) available for a cure by Kenergy under the Alcan Wholesale Agreement, and (ii) the date on which notice of the breach or default by Kenergy is delivered by Big Rivers to Alcan. Big Rivers hereby consents to any attempt by Alcan to cure any breaches or defaults by Big Rivers under the Alcan Wholesale Agreement that may hereafter occur, provided, that Alcan does not materially interfere with Big Rivers' attempts (if any) to so cure such breaches or defaults.

6. Representations and Warranties.

6.1 Big Rivers. Big Rivers hereby represents and warrants to Alcan as follows:

(a) Big Rivers is an electric generation and transmission cooperative corporation duly organized and validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement and the Alcan Wholesale Agreement, to perform its obligations hereunder and thereunder, and to carry on its business as it is now being conducted and as it is contemplated hereunder to be conducted during the term hereof.

(b) Subject to Section 6.1(c), this Agreement, the Alcan Wholesale Agreement and other agreements entered into by Big Rivers in connection therewith constitute Big Rivers' valid and binding obligation enforceable against it in accordance with their terms, except as enforceability may be affected by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by general equitable principles. The execution, delivery and performance of this Agreement and the Alcan Wholesale Agreement by Big Rivers have been duly and effectively authorized by all requisite corporate action.

(c) As of the Effective Date, all consents, approvals, authorizations, actions or orders, including without limitation, those which must be obtained from Governmental Authorities and the RUS, required for its authorization, execution and delivery of, and for the consummation of the transactions contemplated by, this Agreement and the Alcan Wholesale Agreement have been obtained other than as may be required under Applicable Law to be obtained, given, accomplished or renewed at any time or from time to time, and which are routine in nature or which cannot be obtained, or are not normally applied for, prior to the time they are required and which Big Rivers has no reason to believe will not be timely obtained.

(d) Subject to Section 6.1(c), its execution and delivery of this Agreement and the Alcan Wholesale Agreement, its consummation of the transactions contemplated by this Agreement and the Alcan Wholesale Agreement, and its fulfillment of and compliance with the terms and provisions hereof and thereof do not conflict with or violate any judicial or administrative order, award, judgment or decree applicable to it, or conflict with any of the terms, conditions or provisions of its Articles of Incorporation or Bylaws or any material instrument, mortgage, agreement, contract or restriction to which it is a party, or by which any of its properties are bound, or require the approval, consent or authorization of any federal, state or local court, or any of its creditors, or of any other Person, or give any party with rights under any

such instrument, agreement, contract, mortgage, judgment, award, order or other restriction the right to terminate, modify or otherwise change its rights or obligations thereunder which has not been obtained.

6.2 Alcan. Alcan hereby represents and warrants to Big Rivers as follows:

(a) Alcan is a corporation duly organized and validly existing and in good standing under the laws of the State of Texas, is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as it is now being conducted and as it is contemplated hereunder to be conducted during the term hereof.

(b) This Agreement, the Alcan Retail Agreement and other agreements entered into by Alcan in connection therewith constitute Alcan's valid and binding obligation enforceable against it in accordance with their terms, except as enforceability may be affected by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by general equitable principles. The execution, delivery and performance of this Agreement and the Alcan Retail Agreement by Alcan have been duly and effectively authorized by all requisite corporate action.

(c) All consents, approvals, authorizations, actions or orders, including without limitation, those which must be obtained from governmental agencies or authorities, required for its authorization, execution and delivery of, and for the consummation of the transactions contemplated by, this Agreement and the Alcan Wholesale Agreement have been obtained.

(d) Its execution and delivery of this Agreement and the Alcan Retail Agreement, its consummation of the transactions contemplated by this Agreement and the Alcan Retail Agreement, and its fulfillment of and compliance with the terms and provisions hereof and thereof do not conflict with or violate any judicial or administrative order, award, judgment or decree applicable to it, or conflict with any of the terms, conditions or provisions of its Articles of Incorporation or Bylaws or any material instrument, mortgage, agreement, contract or restriction to which it is a party, or by which any of its properties are bound, or require the approval, consent or authorization of any federal, state or local court, or any of its creditors, or of any other Person, or give any party with rights under any such instrument, agreement, contract, mortgage, judgment, award, order or other restriction the right to terminate, modify or otherwise change its rights or obligations thereunder which has not been obtained.

7. Miscellaneous.

7.1 No Affect on Rights or Defenses. Nothing in this Agreement shall require performance by a Party of any of its obligations under the Alcan Retail Agreement or the Alcan Wholesale Agreement, as applicable, if it may assert, as a defense to its non-performance, any defenses or excuses to such performance that may be available to it under the provisions of the Alcan Retail Agreement or the Alcan Wholesale Agreement, or under Applicable Law.

7.2 Entire Agreement. This Agreement, the Alcan Retail Agreement, the Alcan Wholesale Agreement and the other agreements and documents denoted on Schedule 6.2.3

of the Alcan Retail Agreement constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior agreements, whether oral or written. This Agreement may be amended only by a written document signed by each of the Parties hereto. Each Party acknowledges that it has not relied upon any representations, statements or warranties of the other Party in executing this Agreement except for those representations and warranties expressly set forth in the foregoing documents.

7.3 Waiver. The waiver by either Party of any breach of any term, covenant or condition contained herein will not be deemed a waiver of any other term, covenant or condition, nor will it be deemed a waiver of an subsequent breach of the same or any other term, covenant or condition contained herein.

7.4 Notices. A notice, consent, approval or other communication under this Agreement must be delivered in writing, addressed to the Person to whom it is to be delivered, and must be (a) personally delivered to that Person's address (which will include delivery by a nationally recognized overnight courier service), or (b) transmitted by facsimile to that Person's address, with a duplicate notice sent by a nationally recognized overnight courier service to that Person's address. A notice given to a Person in accordance with this Section will be deemed to have been delivered (i) if personally delivered to a Person's address, on the day of delivery if such day is a Business Day, or otherwise on the next Business Day, or (ii) if transmitted by facsimile to a Person's facsimile number and a correct and complete transmission report is received, or receipt is confirmed by telephone, on the day of transmission if a Business Day, otherwise on the next Business Day; *provided, however*, that such facsimile transmission will be followed on the same day with the sending to such Person of a duplicate notice by a nationally recognized overnight courier to that Person's address. For the purpose of this Section, the address of a Party is the address set out below or such other address which that Party may from time to time deliver by notice to the other Party in accordance with this Section:

If to Big Rivers: Big Rivers Electric Corporation
 201 Third Street
 Henderson, Kentucky 42420
 Attn: President and CEO
 Fax: (270) 827-2558

If to Alcan: Plant Manager
 Sebree Smelter
 Alcan Primary Products Corporation
 9404 State Route 2096
 Robards, Kentucky 42452
 Fax: (270) 521-7341

With copy to: Director of Energy
 Rio Tinto Alcan
 1188 Sherbrooke Street West
 Montreal, Quebec H3A 3G2
 Canada
 Fax: (514) 848-1439

7.5 Dispute Resolution. If a dispute arises between the Parties concerning the terms or conditions of this Agreement, the duties or obligations of the Parties under this Agreement, or the implementation, interpretation or breach of this Agreement, either Party may request in writing a meeting between an authorized representative of the other Party to discuss and attempt to reach a resolution of the dispute. Such meeting will take place within ten Business Days or such shorter or longer time as agreed upon by the Parties of the request. Nothing in this Section shall toll or extend the cure period with respect to the failure by a Party to perform its obligations under this Agreement. Absent such resolution, the Parties may pursue all rights and remedies that they may have at law, in equity or pursuant to this Agreement subject to the limitations set forth in this Agreement to resolve that dispute. Notwithstanding the provisions of this Section each Party may at all times seek injunctive relief, where its delay in doing so could result in irreparable injury.

7.6 Assignments and Transfers. No Party shall assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, *provided, however*, that no prior consent shall be required with respect to an assignment to any person who is a permitted assignee of Alcan pursuant to the Alcan Retail Agreement or a permitted assignee of Big Rivers pursuant to the Alcan Wholesale Agreement. Either Party may, without the approval of the other Party, assign this Agreement as collateral security or grant one or more mortgages (including one or more deeds of trust or indentures) on or security interests in its interest under this Agreement in connection with the general financing of its assets or operations.

7.7 Governing Law. This Agreement shall be interpreted, governed by and construed under the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules.

7.8 Jurisdiction. The Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement, *provided* that the subject matter of such dispute is not a matter reserved by law to the KPSC, or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties hereby agree to submit to the jurisdiction of Kentucky courts for such purpose. Venue in state court actions will be in the Henderson Circuit Court as the court in which venue will lie for the resolution of any related disputes under this Agreement. Nothing in this paragraph prohibits a Party from referring to FERC or any other Governmental Authority any matter properly within its jurisdiction.

7.9 Good Faith Efforts. The Parties agree that each will in good faith take all reasonable actions within their reasonable control as are necessary to permit the other Party to fulfill its obligations under this Agreement, the Alcan Wholesale Agreement and the Alcan Retail Agreement; *provided* that no Party will be obligated to expend money or incur material economic loss in order to facilitate performance by the other Party. Where the consent, agreement, or approval of either Party must be obtained hereunder, such consent, agreement or approval may not be unreasonably withheld, conditioned, or delayed unless otherwise provided herein. Where either Party is required or permitted to act or fail to act based upon its opinion or judgment, such opinion or judgment may not be unreasonably exercised. Where notice to the

other Party is required to be given herein, and no notice period is specified, reasonable notice shall be given.

7.10 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the Parties and their respective successors and permitted assigns.

7.11 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

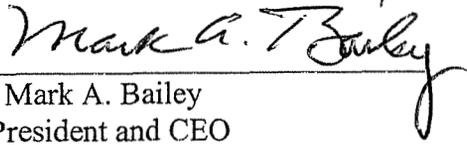
7.12 Third-Party Beneficiaries. Nothing in this Agreement may be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement.

7.13 Kenergy Obligations Separate. Nothing contained in this Agreement shall obligate Alcan or Big Rivers for any obligations or liabilities of Kenergy, whether under or pursuant to the Alcan Retail Agreement, the Alcan Wholesale Agreement or otherwise.

7.14 No Power Sales Commitment. The Parties acknowledge that Big Rivers and Kenergy intend to enter into the Alcan Wholesale Agreement and Alcan and Kenergy intend to enter into the Alcan Retail Agreement which agreements contain the terms and conditions setting forth the wholesale sale of power by Big Rivers and the purchase of such power by Kenergy, and the corresponding retail sale of such power by Kenergy and the purchase of such power by Alcan. Nothing contained in this Agreement shall be deemed to be or create an agreement or commitment of Big Rivers to sell to Alcan, or an agreement of Alcan to purchase from Big Rivers, any electric energy or related services.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

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

ALCAN PRIMARY PRODUCTS CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

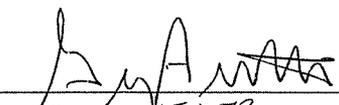
By:

Name:

Title:

ALCAN PRIMARY PRODUCTS CORPORATION

By:



Name:

Title: *VICE PRESIDENT, PRIMARY METAL - QUEBEC*

Schedule 3.15

(See following pages.)

** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. **

310: Land and Land Rights

310-001

001	LAND AND LAND RIGHTS
001	LAND FOR ASH POND
001	LAND R-O-W FOR POTABLE WATER LINE
001	LAND R-O-W COAL HAUL ROAD
001	LAND R-O-W, COAL SCALES & GUARDHOUSE

311: Structures and Improvements (Steam Production)

311-001

FOUNDATION

001 CELL, BARGE UNLOADER, FOUNDATION
001 CELL, UNLOADING FACILITY, FDN.,BRIDGE
001 EXCAVATION BUILDING, FORMWORK, REBAR, FOUNDATION
001 FIRE PROTECTION, PUMP HOUSE FDNS
001 FOUNDATION, CONCRETE SERVICE BUILDING
001 FOUNDATION, FGD CONTROL BUILDING
001 FOUNDATION, MAINTENANCE SHOP
001 FOUNDATION, PERMANENT WAREHOUSE
001 FOUNDATION, POTABLE WATER BUILDING
001 FOUNDATION, POWER PLANT
001 FOUNDATION, REID WAREHOUSE
001 FOUNDATION, SERVICE BUILDING, SUPERSTRUCTURE
001 FOUNDATION, SHELTER ON COAL HANDLING EQUIPMENT
001 FOUNDATION, SOLID WASTE HANDLING BUILDING
001 FOUNDATION, TOOL ROOM
001 FOUNDATION, TURBINE BUILDING
001 FOUNDATION, TURBINE BUILDING, SUPERSTRUCTURE
001 FOUNDATION, WATER TREATMENT BUILDING
001 FOUNDATIONS
001 FOUNDATIONS, EARTHWORK, GENERAL PLANT SITE
001 FOUNDATIONS, FLOOR DRAINS, TURBINE BUILDING
001 FOUNDATIONS, FOR WATER PLANT BLDG, CONCRETE
001 FOUNDATIONS, PROPANE TANKS
001 RECORDS STORAGE WAREHOUSE, CONCRETE PLACEMENT
001 RIP RAP, FILL,DEWATER
001 SERVICE BUILDING-FOUNDATIONS
001 TURBINE BUILDING FOUNDATIONS, CONCRETE, CAISSONS

311-002

STRUCTURE

002 BUILDING, CLARIFIER EQUIPMENT, GREEN 2
002 BUILDING, COAL HANDLING EQUIP.
002 BUILDING, COAL HANDLING, OFFICE,
002 BUILDING, MAINTENANCE
002 BUILDING, OIL STORAGE FLOOR
002 BUILDING, SERVICE, THIRD FLOOR, MODIFICATION
002 BUILDING, STEEL
002 BUILDING, STORAGE/BOILER TUBE
002 BUILDING, ELECTRICAL STORAGE
002 BUILDING, WATER PLANT, W/ ELECTRICAL WIRING
002 BUILDING,HEAVY EQUIPMENT,MAINT,COAL HANDLING
002 BUILDING,TOOL ROOM WAREHOUSE
002 CABLE,TELEPHONE
002 CATWALK, STRUCTURE
002 CIRCULATING WATER OUTFALL, CANAL, & ETC
002 CLOSET, LIBRARY/STATIONERY
002 COAL HANDLING SERVICE BUILDING-STRUCTURE
002 CONTROL HOUSE, ELECTRICAL
002 CONTROL HOUSE, UNLOADING
002 CONTROL ROOM
002 DOOR, ELECTRIC STEEL
002 DOOR, OVERHEAD
002 DOOR, STEEL SERVICE EQUIP, MACHINE SHOP
002 DRAPERIES,FIRST FLOOR,WILSON STATION
002 FLOOR, CONCRETE, WELDED WIRE
002 FLOOR, MEZZANINE, W/ACCES STAIRWAY, TOOL ROOM
002 GRATING, GALVANIZED, CENTRAL STEEL & WIRE
002 GUARDHOUSE
002 INSULATION
002 LUNCH & LOCKER ROOM
002 MAINT. SUPV. OFFICE

311: Structures and Improvements (Steam Production)

002 OFFICE
002 PANAMA HOIST HOUSE BUILDING
002 PANAMA SERVICE BUILDING
002 PERMANENT WAREHOUSE
002 RAILROAD, SERVICE
002 RECORDS STORAGE WAREHOUSE, PREFAB BUILDING
002 SERVICE BUILDING
002 STORAGE ROOMS
002 STRUCTURES & PLATFORMS, STEEL ACCESS
002 TOOL ROOM ANNEX
002 TURBINE BUILDING
002 WALL, COAL HANDLING RETAINER
002 WALL, CONCRETE, RETAIN COAL PILE
002 WALL, FIRE
002 WALL, RETAINING @ RECLAIM TUNNEL
002 WAREHOUSE STRUCTURE
002 WAREHOUSE UNLOADING RAMP & STORAGE PADS
002 WATER TREATMENT BUILDING

311-003

ROOF

311-004

HVAC-AIR CONDITIONING SYSTEM (CENTRAL UNITS ONLY)

004 AIR CONDITIONER
004 AIR HANDLER
004 CONDENSER
004 CONTROL SYSTEM
004 DUCT WORK
004 FAN
004 FAN, MOTOR
004 FILTER
004 LOUVERS
004 VENTS

311-006

ELEVATOR, CRANE, HOIST, ETC.

006 ELEVATOR, BOILER BUILDING
006 ELEVATOR, PASSENGER
006 ELEVATOR, TRAC, SERVICE BUILDING
006 LIFT, VERTICAL MATERIAL

311-007

HVAC-FAN, VENTILATING

007 AIR HANDLER
007 CONTROL SYSTEM
007 DUCT WORK
007 FAN
007 FAN, MOTOR
007 FILTER
007 LOUVERS

311-009

FIRE PROTECTION SYSTEM

009 CABINET, FIRE HOSE
009 CONTROL CABINET, FIRE PROTECTION
009 CONVEYOR FLOOR FOAM EQUIPMENT
009 FIRE DETECTION SPRINKLER SYSTEM
009 FIRE DETECTOR
009 FIRE HYDRANT
009 FIRE HYDRANT ENCLOSER
009 FIRE PROTECTION
009 FIRE PUMP
009 FIRE PUMP CONTROLLER
009 FIRE PUMP, DIESEL ENGINE

311: Structures and Improvements (Steam Production)

009 LIGHTNING PROTECTION SYSTEM
009 MOTOR, FIRE PUMP
009 PIPE SYSTEM, DRY, FOR CRUSHER HOUSE
009 PIPING SYSTEM, UNDERGROUND YARD FIRE PROTECTION
009 REEL, SWINGING HOSE WITH CLAMP
009 TANK, FIRE WATER STORAGE

311-010

FIXTURES, LIGHTING

010 LAMP, MERCURY
010 LIGHTING
010 LIGHTING, POWER DISTRIBUTION LINE
010 SODIUM LIGHTING, HIGH PRESSURE

311-011

HVAC-FURNACE OR BOILER

011 AIR HANDLER
011 CONTROL SYSTEM
011 HEATING SYSTEM

311-013

HVAC-HEAT PUMP OR HEATER

013 AIR HANDLER
013 CONDENSER
013 CONTROL SYSTEM
013 EVAPORATOR
013 FILTER
013 HEATING SYSTEM

311-014

HOUSE LIGHTING OR POWER BOARD

014 LIGHTING
014 PANEL, UTILITY

311-017

REFRIGERATION SYSTEM

017 REFRIGERANT, TOOL

311-018

HVAC-SPACE HEATER

018 HEATER
018 HEATER, SPACE

311-023

WATER HEATER, DOMESTIC

023 WATER HEATER

311-024

MISCELLANEOUS MINOR STRUCTURE

024 AIR LINE PIPING EXTENSION TO SANDBLASTING UNIT
024 CAGE, STORAGE, 3 SIDED, W/SLIDING GATE
024 CURTAINS, CLEAR, CONTROL ROOM WINDOW
024 DITCH, CONCRETE
024 ELECTRIC SERVICE SYSTEM ADDITION W/TRANSFORMER
024 FLOOR, CONCRETE
024 GAS LINE
024 GUARD HOUSE
024 GUARD RAIL
024 LOCKER, WALL
024 OUTFALL FLUME & DITCH
024 OUTFALL STRUCTURE
024 PIPE RACK & FITTING BINS
024 SERVICE WINDOW, VERTICAL SLIDING
024 SHOWER, FACILITIES
024 SIGN, ALUMINUM
024 SINK
024 SINK, CABINET

311: Structures and Improvements (Steam Production)

024 STAIRWAY, INTAKE
024 TANK, WATER STORAGE
024 TOOL CRIB
024 WELL, SEAL

311-025

ANY PRINCIPAL ITEM OF EQUIPMENT

025 BATHHOUSE EQUIPMENT
025 DEHUMIDIFIER
025 STORAGE RACKS

311-026

BRIDGE OR TRESTLE

026 BRIDGE (ACCESS) TO UNLOADER CELLS
026 BRIDGE OVER PIPE SHELF
026 RIP RAP

311-028

CULVERT

028 CULVERT

311-029

DOCK

029 UNLOADING DOCK
029 WAREHOUSE, RAMP

311-030

FENCE

030 FENCE
030 GATE, BARRIER, MAIN ENTRANCE & RADIO CONTROL

311-031

FLAG POLE

031 POLE, FLAG

311-033

PARKING LOT

033 PARKING LOT
033 PAVING
033 STEPS, GALVANIZED METAL

311-034

RETAINING WALL OR DIKE

034 DIKES, GENERAL PLANT SITE
034 RETAINER WALL

311-035

ROAD

035 APRON, CONCRETE
035 BLACKTOP
035 BLACKTOP, SEALER
035 ROAD

311-036

SEWER

036 FLOWMETER
036 PIPING, SANITARY SEWER, PIPE & GRINDER PUMP
036 SANITARY SEWERS
036 SEWAGE LIFT STATION
036 SEWER SYSTEM

311-038

TREATING PLANT

038 BUILDING, SEWAGE TREATMENT PLANT
038 SEWAGE TREATMENT PLANT

311-040

WELL

040 WELL, INSTALLATION & DRILLING SERV, OIL CLEANUP

311: Structures and Improvements (Steam Production)

311-041

YARD DRAINAGE SYSTEM

- 041 DISCHARGE BASIN
- 041 DRAINAGE, COAL HDLG SERVICE BLDG
- 041 DRAINAGE, DITCH
- 041 DRAINAGE, LINE
- 041 DRAINAGE, SYSTEM
- 041 OIL TRENCHES W/GRAVEL BED & DRAINAGE LATERALS
- 041 PANEL, SITE DRAINAGE CONTROL
- 041 PUMP, VERTICAL, SITE DRAINAGE

311-042

YARD LIGHTING SYSTEM

- 042 LIGHTING, YARD
- 042 LIGHTING, PARKING LOT AND SIDEWALK

311-043

FUEL OIL DIKE

- 043 OIL SPILL RECOVERY UNIT
- 043 UNLOADING PAD, FUEL TRUCK

311-045

ROCK SURFACE AND RIP RAP

- 045 RIP RAP, RIVER BANK

311-047

HOLDING PONDS

- 047 PIPE, DRAINAGE CULVERT DREDGE POND
- 047 PONDS

311-048

PAVEMENT

- 048 PAVING, SIDEWALK

311-051

AMBIENT AIR MONITORING SYSTEM

- 051 AMBIENT AIR MONITORING BUILDING
- 051 FENCE, AMBIENT AIR MONITORING SYSTEM
- 051 GRAVEL & CULVERTS, AMBIENT AIR MONITORING SYSTEM
- 051 TRAILER, STRUCTURE, AMBIENT AIR MONITORING SYSTEM

311-052

POTABLE WATER SYSTEM

- 052 FLOWMETER
- 052 FOUNTAIN, DRINKING
- 052 FOUNTAIN, WASH
- 052 LINE, WATER, SAFETY SHOWER, WATER PLANT
- 052 POTABLE WATER BOOSTER SYSTEM
- 052 POTABLE WATER LINE
- 052 POTABLE WATER PLANT FILTER UNIT BYPASS LOOPS
- 052 POTABLE WATER SYSTEM
- 052 TANK, HYDROPNEUMATIC WATER STORAGE
- 052 TANK, POTABLE STORAGE

312: Boiler Plant Equipment (Steam Production)

312-A01

STEAM BOILER

A01 BOILER DRUM, W/ACCESSORIES
A01 BOILER, AUX EQUIPMENT
A01 BOILER, TUBE CASTINGS, CASING RINGS
A01 CHILLER SYSTEM, BOILER
A01 COMBUSTION CONTROLS
A01 FAN, PENTHOUSE VENT
A01 FIRE DETECTION, AIR PREHEATER
A01 HOIST, BOILER BLDG
A01 MONITOR, DRUM
A01 PUMP, BOILER
A01 TANK, BLOWDOWN
A01 VALVE, TANK SAFETY

312-A02

STEAM BOILER FOUNDATION & SUPPORTING STRUCTURES

A02 BOILER ENCLOSURE
A02 BOILER, FOUNDATION
A02 BOILER, SUPPORTING STEEL, W/PLATFORMS & WALKWAYS
A02 BUILDING, BOILER, STEEL
A02 FOUNDATION, BOILER AND FURNACE
A02 FOUNDATION, BOILER FEED PUMP
A02 FOUNDATION, CONCRETE, DRAFT BREECHING SYS
A02 FOUNDATION, CONCRETE, DRAFT CHIMNEY STACK
A02 FOUNDATION, CONCRETE, LIME SILO EQUIPMENT
A02 FOUNDATION, CONCRETE, PRECIPITATOR
A02 FOUNDATION, CONCRETE, PRIMARY AIR SYSTEM
A02 FOUNDATION, CONCRETE, SOLID WASTE HANDLING
A02 FOUNDATION, ID FANS
A02 ROOF, BOILER, STEEL BLDG, DECKING

312-A03

FUEL BURNING EQUIPMENT FOR ONE BOILER

A03 BURNER FLAME SCANNER SYSTEM
A03 BURNER MANAGEMENT SAFETY SYSTEM
A03 BURNERS, BOILER
A03 BURNERS, LOW NOX
A03 CABINET, BURNER CONTROL
A03 CERAMIC LINER, BURNERS
A03 CYCLONE SAMPLER & PROBE
A03 FAN, BOILER
A03 FUEL DELIVERY CONTROL
A03 MONITOR, COAL FLOW
A03 PUMP, FUEL OIL SUPPLY, W/METER & FDN

312-A04

FURNACE

A04 FURNACE

312-A05

FURNACE WALLS FOR ONE BOILER

A05 FURNACE WATER WALLS

312-A06

REHEATER

A06 REHEAT DAMPER
A06 REHEATER TUBES
A06 VALVE, REHEAT SYSTEM

312-A07

SETTING, BOILER

A07 BOILER, CASING
A07 BOILER, SETTING
A07 MEMBRANE, HIGH TEMP
A07 THERMOWELLS

312: Boiler Plant Equipment (Steam Production)

A07 THERMOWELLS

312-A08

SOOT BLOWER SYSTEM FOR ONE BOILER

A08 PANEL, WIRING, POWER & CONTROL, SOOT BLOWER
A08 SOOT BLOWER
A08 SOOT BLOWER ELECTRIC EQUIPMENT CONTROLS
A08 SOOT BLOWER PRESSURE INDICATORS
A08 SOOT RETRACT TOOL
A08 WATER BLOWER/DESLAGGER

312-A09

SUPERHEATER

A09 DESUPERHEATER
A09 SUPERHEATER, PRIMARY
A09 SUPERHEATER, SECONDARY
A09 VALVE, SUPERHEAT SPRAY CHECK
A09 VALVE, SUPERHEAT SPRAY ISOLATION

312-B01

AIR DUCT SYSTEM

B01 ADAPTER, SPINDLE, W/AIR MOTOR ASSEMBLY
B01 AIR PRESSURE MANIFOLD ASSEMBLY W/BOX & SADDLE
B01 BOX, WIND
B01 DUCT, FLUE GAS BYPASS
B01 ELECTRICAL DEVICES FOR PRIMARY AIR SYSTEM
B01 FLUES, DUCTS, DAMPERS
B01 RESTRICTING ORIFICES

312-B02

AIR HEATER

B02 AIR HEATER
B02 AIR HEATER LINE, ISOLATION VALVE
B02 AIR HEATER, STEAM COIL
B02 CONTROLLER, AIR HEATER W/DRIVES
B02 HEATER, AIR PREHEATER, FIRE DETECTION SYSTEM
B02 VALVE, AUX STEAM REGULATOR ISOLATION

312-B03

BREECHING SYSTEM

B03 BREECHING SYSTEM

312-B04

CINDER CATCHER

B04 CINDER CATCHERS
B04 CLINKER GRINDER
B04 TANK, STORAGE TANK

312-B05

FAN, DRAFT

B05 BOOSTER FAN, BOILER SEAL AIR
B05 FAN, BOILER DRAFT, AIR MONITOR
B05 FAN, DIRECT DRIVE
B05 FAN, EXHAUST, FGD BLDG
B05 FAN, FLUID DRIVE
B05 FAN, FORCED DRAFT
B05 FAN, INDUCED DRAFT
B05 FAN, PRIMARY AIR
B05 FAN, SEAL AIR
B05 FOUNDATION, BOOSTER FAN
B05 FOUNDATION, CONCRETE, DIRECT DRIVE FANS
B05 HEATER, ID FAN
B05 HOIST, FORCED DRAFT FAN
B05 HOIST, INDUCED DRAFT FAN ROTOR
B05 HVAC, UNITS FOR DIRECT DRIVE FANS
B05 IGNITOR, AIR FAN SYSTEM
B05 MOTOR, FD FAN

312: Boiler Plant Equipment (Steam Production)

- B05 SEAL AIR SYSTEM - BOILER
- B05 TOTALIZER SYSTEM, STATIC BOILER DRAFT, AIR MONITOR

312-B06

STACK, WITH OR WITHOUT FOUNDATION

- B06 CABLE/CONDUIT, OPACITY MONITOR
- B06 CHIMNEY STACK
- B06 ELEVATOR, CHIMNEY
- B06 FILTER DRUM, SW
- B06 HOIST, JIB, CHIMNEY
- B06 LADDER, CHIMNEY & PLATFORMS
- B06 LADDER, SAFETY CAGE
- B06 LINE, UMBILICAL, MULTITUBE BUNDLE
- B06 PLATFORM, STACK CEMENT
- B06 SHUTTER, W/TIME DELAY FOR OPACITY MONITOR
- B06 VENT, STACK EXT, COMBUST. AIR, STEAM COIL, DRAIN TANK
- B06 WINCH, STACK TEST PROBE HOIST

312-B07

PRECIPITATOR, ELECTROSTATIC

- B07 AC UNIT FOR PRECIPITATOR CONTROL ROOM
- B07 BOILER, PRECIPITATOR AREA, FINAL SITE WORK
- B07 CABINET, PRECIPITATOR CONTROL
- B07 CONTROL, FLYASH
- B07 DAMPER, LOUVER
- B07 FAN, AIR PURGE
- B07 FAN, SEAL AIR
- B07 GRATING, GALVANIZED
- B07 HOIST
- B07 HOPPER VIBRATORS
- B07 LINEAR REACTOR, PRECIPITATOR
- B07 LINING, BRICK
- B07 MOTOR, GUILLOTINE DAMPER, ACTUATORS
- B07 OUTLET NOZZLE, EXTERIOR LAG/INSULATION
- B07 OUTLET NOZZLE, INTERNAL BRICK LINING
- B07 PANEL, FLY ASH CONTROL
- B07 PANEL, PRECIPITATOR CONTROL
- B07 PLATFORM, PRECIPITATOR ACCESS
- B07 PRECIPITATOR
- B07 PRECIPITATOR CONTROL
- B07 PRECIPITATOR FIELD
- B07 PRECIPITATOR, ASH SILO PLATFORMS
- B07 PRECIPITATOR, CONTROL HOUSE
- B07 PRECIPITATOR, ENCLOSURE FOUNDATIONS
- B07 PRECIPITATOR, ROOF AND ACCESSORIES
- B07 PRECIPITATOR, STONE FILL
- B07 PRECIPITATOR, TRANSFORMER/RECTIFIER SET
- B07 PROTECTIVE COVERS ON PRECIPITATOR CONTROL PANELS
- B07 SUPPORTS, PRECIPITATOR
- B07 TRANSFORMER, PRECIPITATOR
- B07 TRANSFORMER, RECTIFIER
- B07 VACUUM PIPING, PRECIPITATOR HOPPERS

312-B08

SOLID WASTE EQUIPMENT, FGD & SCRUBBER

- B08 ACID STORAGE, FGD, DIBASIC, DBA, FEED FACILITY
- B08 ACTIVATOR, SW LIME SILO BIN
- B08 ADDITIVE FEED SYSTEM
- B08 AGITATOR & CONTROLS
- B08 AGITATOR, W/PLATFORMS LIME SYSTEM
- B08 AIR DRYER, DESSICANT & BYPASS SYSTEM @ IUS BLDG
- B08 AMMETER, DIGITAL
- B08 BATTERY, BACKUP, UPS
- B08 BELT CLEANER
- B08 BLOWER, CAKE DISCHARGE

312: Boiler Plant Equipment (Steam Production)

- B08 BREAKER, MAIN & TIE
- B08 BUILDING, FGD & SOLID WASTE
- B08 BUILDING, REAGENT LIME PREP
- B08 BUILDING, SWITCHGEAR, AUXILIARY
- B08 BUS WORK
- B08 BUS WORK FOUNDATION
- B08 CABLE, POWER AND CONTROL
- B08 CAKE BLOWER, W/CLOTH ROPE, SOLID WASTE
- B08 CEM/DA, A/C UNIT
- B08 CIRCUIT BREAKER, SLURRY CIRC PUMP
- B08 CLEANER, STEAM, HOT WATER, SOLID WASTE FILTER
- B08 COLLECTOR, LIME SILO DUST
- B08 COMPACTOR, VIBRATORY, SOLID WASTE
- B08 CONTROL SYSTEM, PH, LANDFILL RUNOFF POND
- B08 CONTROLS SYSTEM, SOLID WASTE PROCESSING
- B08 CONTROLLER, FGD
- B08 CONTROLLER, PROGRAMMABLE LOGIC
- B08 CONTROLS, FILTER DRUM VAT LEVEL MONITORING
- B08 CONVEYOR
- B08 CYCLONES
- B08 DAMPER, OUTLET
- B08 DAMPER, SCRUBBER MOD INLET LOUVER
- B08 DISTRIBUTION CONTROL SYSTEM
- B08 DUCT BANK
- B08 DUST COLLECTORS
- B08 ELECTRICAL POWER SUPPLY
- B08 ELEMENT, SW FLY ASH WEIGHT
- B08 ELEMENT, SW LIME WEIGH
- B08 FAN, VENTILATION, THICKENER TUNNEL
- B08 FEEDER, SW FLY ASH
- B08 FEEDER, SW LIME, VIBRA SCREW
- B08 FGD & FLY ASH CONTROL SYSTEM
- B08 FGD & SOLID WASTE PLATFORMS
- B08 FGD OUTLET GUILLOTINE ISOLATION DAMPER
- B08 FGD, CONTROL / POWER CABLE
- B08 FGD, CONTROL PANELS & TRAY SUPPORTS
- B08 FGD, HEAT TRACING
- B08 FGD, HEATERS
- B08 FGD, HVAC FOR CONTROL ROOM
- B08 FGD, INLET DUCT
- B08 FGD, INSTRUMENTS
- B08 FGD, LIGHTING FIXTURES
- B08 FGD, LIME HANDLING SYSTEM
- B08 FGD, LIME SILO EQUIPMENT
- B08 FGD, MOTOR CONTROL CENTER
- B08 FGD, PH ANALYZERS, SENSORS, PROTECTORS
- B08 FGD, PIPING
- B08 FGD, PUMP BUILDING, ENCLOSURE
- B08 FGD, REACTION TANK EQUIPMENT
- B08 FGD, SPRAY TOWER EQUIPMENT
- B08 FGD, THICKENER EQUIPMENT
- B08 FGD, THICKENER TRANSFORMERS, FGD & SOLID WASTE
- B08 FILTER, DRUM
- B08 FILTER, SEAL WATER
- B08 FILTERS, VACUUM PUMPS, RECEIVER, SW
- B08 FILTRATE SYSTEM POWER DISTRIBUTION
- B08 FIRE PROTECTION SYSTEM
- B08 FLOW METER, MAGNETIC, SLURRY SYSTEM
- B08 FLOWMETER, SCRUBBER
- B08 FLY ASH, FEEDER CONTROL
- B08 FLYASH, IUCS, SILO VACUUM LINES
- B08 FOUNDATION, FGD, SW, MISC.
- B08 FOUNDATION, FLOOR CRANE, SOLID WASTE HANDLING

312: Boiler Plant Equipment (Steam Production)

B08 GATE, FLY ASH SILO SLIDE
B08 GATE, SLIDE, SOLID WASTE FLYASH
B08 GATE, SW LIME SILO SLIDE
B08 GRAVEL, YARD SURFACING
B08 HEADERS, RECIRC
B08 HEATER, CSI
B08 HEATER, FGD ENVIR
B08 HOIST, LIME SILO TOWER
B08 LIME SILO EQUIPMENT - DESULFURIZATION
B08 LIME, DRY, HANDLING SYSTEM
B08 LIME, DRY, TANK W/JIB CRANE & ACTIVATOR
B08 LIMESTONE HOPPER
B08 LIMESTONE PARTICLE SIZE ANALYZER
B08 LINING, BRICK
B08 LINING, SCRUBBER MODULE
B08 LINING, SCRUBBER OUTLET DUCT
B08 METER, ELECTRICAL & INSTRUMENTATION
B08 METER, SOLID WASTE
B08 METER, WATTHOUR, SCRUBBER ALTERNATE POWER FEED
B08 MIST ELIMINATOR, HOIST CRANE
B08 MIXER, SOLID WASTE
B08 MODEM, BOILER & FGD
B08 MONORAIL, LIME SILO
B08 MOTOR
B08 MOTOR CONTROL CENTER
B08 MOTOR, FGD & SOLID WASTE AGITATORS
B08 MOTOR, FGD & SOLID WASTE PUMPS
B08 OUTLET DUCT
B08 OUTLET DUCT, PREKRETE LINER
B08 PANEL, RELAY
B08 PAYLOADER, SW DISPOSAL
B08 PIPE, DRAINAGE, LANDFILL
B08 PIPE SUPPORT, THICKENER OVERFLOW
B08 PIPE, THICKENER OVERFLOW
B08 PIPING FROM POND TO FILTRATE
B08 PIPING SYSTEM, SOLID WASTE
B08 PIPING, ADDITIVE SLURRY
B08 PIPING, ASH POND MAKEUP WATER
B08 PIPING, BLOWDOWN BLEED SLURRY
B08 PIPING, FILTRATE WATER
B08 PIPING, FLUIDIZER ASH SILOS
B08 PIPING, INSTRUMENT AIR
B08 PIPING, LIME SLURRY CROSSTIE
B08 PIPING, RECYCLE SLURRY
B08 PIPING, THICKENER RETURN WATER
B08 PIPING, THICKENER UNDERFLOW
B08 POND DIKE, SOLID WASTE
B08 POND, COAL PILE RUN-OFF, SPILLWAY, OVERFLOW
B08 POND, LANDFILL RUNOFF, WITH DIKE
B08 POWER / CONTROL CABLE, SOLID WASTE
B08 PROGRAMMABLE LOGIC CONTROLLER, THICKENER
B08 PUMP, ME WASH
B08 PUMP, RECYCLE
B08 PUMP, SCRUBBER BLEED
B08 RAKE DRIVE, THICKENER
B08 REACTION TANK EQUIPMENT - DESULFURIZATION
B08 RETAINING WALL, CONCRETE
B08 RETURN LINE, THICKENER
B08 RIP RAP, SCRUBBER DRAINAGE DITCH
B08 ROAD, SOLID WASTE HAUL
B08 SCRUBBER CONTROLS
B08 SILOS, FGD & SOLID WASTE
B08 SO2 ANALYZER

312: Boiler Plant Equipment (Steam Production)

B08 SOFTWARE, FGD
B08 SOLID WASTE FILTRATE & SEAL WATER DRAINS
B08 SOLID WASTE INSTRUMENT AIR
B08 SOLID WASTE LIGHTING
B08 SOLID WASTE PLATFORMS
B08 SOLID WASTE POWER & CONTROL CABLES
B08 SPRAY TOWER EQUIPMENT, DESULFURIZATION
B08 STORAGE & FEED SYSTEM, BULK SULFUR
B08 SUMP PUMP
B08 SUPPORT STEEL, EQUIPMENT, SOLID WASTE TREATMENT & FGD
B08 TANK, DEMISTER WASH
B08 TANK, FGD & SW
B08 TANK, SO₂, DESULFURIZATION
B08 THICKENER EQUIPMENT, DESULFURIZATION
B08 TROLLEY, MANUAL
B08 VALVE, FGD & SOLID WASTE
B08 VALVE, FILTER DRUM
B08 VALVE, MIST ELIMINATOR
B08 VALVE, MODULE SLURRY FEED
B08 VALVE, SCRUBBER
B08 VALVE, THICKENER
B08 VENTILATION SYSTEM, SLAKER TANK
B08 VIDEO PROGRAMMING UNIT
B08 WASH, HIGH PRESSURE, SCRUBBER
B08 WEIGHT SCALES, FGD & SOLID WASTE
B08 WELL, GROUNDWATER MONITORING

312-C01

DEAERATOR ON FEED WATER SYSTEM

C01 CAGE, DEAERATOR REGULATOR
C01 DEAERATOR & TANK
C01 VALVE, DEAERATOR RELIEF

312-C02

ECONOMIZER ON FEED WATER SYSTEM

C02 CHILLER SYSTEM, SAMPLE, W/ARTICILL SYSTEM
C02 DAMPER, ECONOMIZER PASS
C02 DAMPER, GAS INLET
C02 ECONOMIZER
C02 ECONOMIZER, VALVES
C02 FEEDWATER, WATER AND STEAM SAMPLING SYSTEM
C02 VIBRATOR, HOPPERS, ECONOMIZER
C02 WATER SAMPLE, ANALYSIS PANEL

312-C03

HEAT EXCHANGER ON FEED WATER SYSTEM

C03 HEAT EXCHANGER, PLATE

312-C04

HEATER ON FEED WATER SYSTEM

C04 FEEDWATER HEATER
C04 FEEDWATER, EXT DRAINS COOLER
C04 HEATER, FEEDWATER BUNDLE ASSBLY
C04 HEATER, LEVEL CONTROLS
C04 VALVE, CHECK
C04 VALVE, SHELL, SIDE RELIEF

312-C05

MEASURING AND RECORDING DEVICE

C05 ANALYZER
C05 ILLUMINATOR, DRUM LEVEL GAUGE GLASS
C05 INTEGRATOR
C05 METER, OXYGEN
C05 MONITOR, FEEDWATER FLOW/DRUM LEVEL
C05 PROBE, CONDUCTIVITY & METER
C05 SOFTWARE, EDR AUDIT

312: Boiler Plant Equipment (Steam Production)

C05 TESTER
C05 THERMOMETER, DIAL

312-C06

PUMP, MAIN OR STAGE

C06 ACCUMULATOR, BFP TURBINE
C06 BOILER FEED PUMP SYSTEM
C06 BOILER FEED PUMP, SUCTION CONDENSATE INJECTION SYS
C06 BOILER FEED, DISCHARGE SYSTEM, W/PIPING
C06 FAN, BFP MOTOR COOLING
C06 FEEDWATER, CHEMICAL SYSTEM
C06 HOIST, BOILER FEED PUMP
C06 HYDRAZINE FEED SYSTEM ON CONDENSATE/FEEDWATER SYST
C06 MOTOR, PUMP
C06 PUMP, BOILER FEED, BASE PLATES
C06 PUMP, FEEDWATER SYSTEM
C06 PUMP, SUBMERSIBLE
C06 TRANSMITTER, LEVEL (OIL CONSOLE)
C06 VALVE, FEEDWATER SYSTEM
C06 VAPOR EXTRACTOR, W/MOTOR OIL CONSOLE

312-C07

REGULATOR, FEED WATER

C07 FEEDWATER REGULATOR SYSTEM
C07 NOZZLE, FEED FLOW

312-C08

TANK

C08 TANK

312-D01

COAL FUEL BIN OR BUNKER NOT IN STRUCTURES

D01 BUNKER, COAL, LINING
D01 BUNKER, ISOLATION GATE
D01 BUNKER, SLIDE GATE
D01 COAL SILO, FOUNDATION
D01 COAL SILO, STRUCTURE
D01 DUST COLLECTION, SILO, COAL HANDLING
D01 SURGE BINS-COAL HANDLING
D01 SWITCH, BUNKER LEVEL

312-D04

CAR DUMPER

D04 CAR POSITIONER, COAL UNLOADING SYSTEM
D04 HOIST, CAR DUMPER
D04 HOIST, CAR POSITIONER
D04 MOTOR, CAR DUMPER
D04 PUMP, SUMP, DUMPER PIT
D04 REDUCER, CAR DUMPER
D04 ROTARY CAR DUMPER FOR COAL UNLOADING SYSTEM

312-D05

CHUTES OR SPOUTS, SYSTEM OF

D05 CHUTE, COAL
D05 CHUTE, TELESCOPIC- COAL UNLOADING SYSTEM
D05 HOIST, ELECTRIC, TELESCOPING CHUTE
D05 MOTORIZED SPLITTER GATE-COAL HANDLING
D05 REDUCER, VALVE, COAL
D05 TRANSFER CHUTE
D05 VIBRATOR

312-D06

CONVEYOR, BELT, CABLEWAY - COAL EQUIPMENT

D06 AIR/VACUUM/WATER PIPING FOR CONVEYOR
D06 BACKSTOP, CONVEYOR
D06 BELT CLEANER
D06 BELT FEEDER DRIVE REDUCER

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- D06 BELT FEEDER MOTOR BLOWER
- D06 BOILER, HORIZONTAL LINER
- D06 BUNKER GATE, CONVEYOR SYSTEM
- D06 CAMERA, CONVEYOR VIEWING
- D06 CATCH DRIP PAN, CONVEYOR
- D06 COAL HANDLING STACKER-RECLAIMER RUNWAY
- D06 COAL UNLOADING SYSTEM, COAL TRUCK
- D06 CONVEYOR DRIVE REDUCER
- D06 CONVEYOR, DUST COLLECTOR
- D06 COUPLING, BELT CONVEYOR
- D06 ENCLOSURE, WEATHER, D TO E TRANSFER TOWER
- D06 FLOP GATE, TRANSFER TOWER
- D06 FREEZE PROTECTION SYSTEM
- D06 FIRE SUPPRESSION SYSTEM, FUEL CONVEYOR
- D06 FUEL HANDLING CONTROL SYSTEM
- D06 HOPPER, FEEDER
- D06 HOPPER, GATE
- D06 HOPPER, RECLAIM
- D06 HOPPER, RECLAIM, SUMP
- D06 HOPPER, TRUCK
- D06 HOPPER, TUNNEL
- D06 LIGHTING, COAL CONVEYOR, FIXTURES
- D06 LOAD ZONE, CONVEYOR
- D06 MOTOR, BELT CONVEYOR
- D06 PLOW, BELT
- D06 PUMP, CONVEYOR ELECTRIC / HYDRAULIC
- D06 PUMP, SUMP, RECLAIM PIT
- D06 REDUCER, TRIPPER FLOOR
- D06 REDUCER, TRIPPER FLOOR, CONE DRIVE
- D06 ROOF, TRIPPER ROOM
- D06 SPEED DRIVE, VARIABLE
- D06 STACK OUT, UNLOADING SYSTEM
- D06 STACKER, RECLAIMER, CONVEYOR
- D06 TRIPPER BUILDING
- D06 TRIPPER, COAL
- D06 TUNNEL, RECLAIM

312-D07

CRANE - COAL EQUIPMENT

- D07 BARGE UNLOADER WASHDOWN SYSTEM PIPING
- D07 BARGE UNLOADING TROLLEY
- D07 CRANE, BARGE UNLOADING SYSTEM
- D07 DEFLECTOR FOR COAL, BARGE
- D07 FLOW GATE, BARGE UNLOADER
- D07 HOIST, BARGE UNLOADING SYSTEM
- D07 HOPPER, BARGE UNLOADING
- D07 RADIO
- D07 REMOTE CONTROLLER, BARGE HAUL SYSTEM
- D07 TROLLEY DRIVE BRAKE
- D07 TROLLEY DRIVE REDUCER
- D07 VIBRATOR, BIN, BARGE UNLOADING SYSTEM
- D07 WALKWAY, COAL BARGE UNLOADER

312-D08

CRUSHER - COAL EQUIPMENT

- D08 AIR LINE
- D08 BIN, SURGE, SUPPORT STEEL, COAL CRUSHER
- D08 CHUTES AND FLOP GATES FOR COAL CRUSHER
- D08 COAL CRUSHER TOWER, COAL HANDLING
- D08 CONVEYOR, WALL & DRAINAGE
- D08 CRUSHER HOUSE
- D08 CRUSHER HOUSE ROOF
- D08 CRUSHER, COAL
- D08 CRUSHER, COAL BYPASS GRID

312: Boiler Plant Equipment (Steam Production)

D08 DUST COLLECTION SYSTEM AT CRUSHER BUILDING
D08 FEEDER, VIBRATING, COAL CRUSHER EQUIPMENT
D08 FLOP GATE, CRUSHER HOUSE
D08 GATE, SLIDE, CRUSHER HOUSE
D08 HOIST, CRUSHER TOWER
D08 WASHDOWN SYSTEM /COAL CRUSHER EQUIP
D08 WETTING SYSTEM, BARGE UNLOADER/CRUSHER TOWER

312-D09

DUST COLLECTING UNIT - COAL EQUIPMENT

D09 AIR CURTAIN
D09 BRUSH CLEANER W/MOTOR, CONVEYOR COMPONENTS
D09 COAL DUST SUPPRESSION SYSTEM
D09 DRIVE MOTOR REDUCER
D09 DUST COLLECTION, COAL HANDLING
D09 DUST COLLECTOR, SILO, TRIPPER SYSTEM
D09 FEEDER DRIVE
D09 FREQUENCY DRIVE CONTROL
D09 MOTOR, AIR CURTAIN FAN
D09 TRUCK HOPPER, VENT FAN
D09 VACUUM TUBING SYSTEM

312-D10

ELECTRIC TROLLEY OR THIRD RAIL SYSTEM

D10 BARGE SHIFTING CABLE HOIST
D10 BRAKE, CLOSE DRIVE
D10 HOIST, BARGE UNLOADING SYSTEM, CABLE SHIFTING
D10 HOLD DRIVE BRAKE
D10 HOLD DRIVE MOTOR
D10 HOLD GEAR BOX, BARGE UNLOADER
D10 MOTOR BRAKE, BARGE HAUL
D10 REDUCER, BARGE HAUL
D10 WINCH, BARGE HAUL SYSTEM

312-D11

ELEVATOR - COAL EQUIPMENT

312-D12

GATES, CHUTES, HOPPERS, FOR ONE BOILER

D12 BARGE UNLOADER, HOPPER HEATER
D12 BARGE HAUL SYSTEM
D12 GATE ACTUATOR,TRIPPER TOWER
D12 GATES, HYDRAULIC SLIDE
D12 HOPPER & CHUTE, COLLECTING
D12 HOPPERS, FEED CONE

312-D13

HOIST - COAL EQUIPMENT

D13 CRANE, COAL HANDLING SERVICE
D13 CRANE, JIB, SWING BRAKE
D13 CRANE, JIB, SWING REDUCER
D13 CRANE, JIB, TROLLEY MOTOR
D13 HOIST, HOPPER
D13 HOIST, JIB CRANE
D13 HOIST, TOWER
D13 REEVING WINCH BRAKE

312-D18

SCREENING OR SIZING INSTALLATION

312-D19

SEPARATOR, MAGNETIC

D19 MAGNET SHED
D19 SEPARATOR, MAGNETIC

312: Boiler Plant Equipment (Steam Production)

312-D20

STRUCTURE, FUEL HANDLING

D20 BARGE UNLOADER CONVEYOR & TRANSFER TOWER FOUNDATIONS
D20 BARGE UNLOADER SYSTEM-STRUCTURE, ROOF, DOORS
D20 CELL, DOCK, BARGE UNLOADER PILINGS, FILL, CABLE
D20 CIRCUIT BREAKER, AIR, COAL PILE DRAINAGE
D20 COAL PILE BASE, COAL STORAGE AREA
D20 COAL PILE DRAINAGE
D20 COAL PILE EXTENSION & DRAINAGE
D20 COAL PILE RUN-OFF SUMP PUMP
D20 COAL SILO BAY BUILDING (PAINTING)
D20 COAL SILOS
D20 COAL YARD DRAINAGE BASIN
D20 CONVEYOR BELT FOUNDATION & LADDER PADS
D20 CULVERT, COAL STORAGE AREA
D20 DIKE, SETTLING BASIN
D20 DISCHARGE PIPELINE, COAL PILE DRAINAGE
D20 DUST SUPPRESSION SYSTEM,WASTE HAUL ROAD
D20 FENCE AT COAL HANDLING
D20 FLOATING PUMP STRUCTURE W/PIPING
D20 FOUNDATIONS, CAISSONS, STACKER-RECLAIMER
D20 FOUNDATIONS, COAL ELECTRICAL EQUIPMENT HOUSE
D20 FOUNDATIONS, COAL RECLAIM CONCRETE EQUIPMENT
D20 FOUNDATIONS, COAL TRANSFER TOWER
D20 FOUNDATIONS, COAL UNLOADING STACK-OUT CONVEYOR
D20 FOUNDATIONS, CONTROL HOUSE BUILDING STEEL
D20 FOUNDATIONS, FUEL OIL TANKS
D20 FOUNDATIONS, TRANSFER TOWER CHUTES & FLOP GATES
D20 GRAVEL & SAND, COAL DUST SUPPRESSION SYSTEM
D20 LIGHTING, FGD
D20 PARTITION WALL & FAN/DUST CONTROL IN DUMPER ROOM
D20 POND, DEWATER
D20 POND, EMERGENCY SLURRY
D20 POND, SETTLING, PUMP STRUCTURE, COAL HDLG
D20 SPILL CONTAINMENT
D20 SPILLWAY, CONCRETE, COAL PILE RUN-OFF DITCH
D20 STRUCTURE, TRANSFER
D20 SUPPORT STRUCTURE FOR CONVEYOR
D20 SUPPORT, CRUSHER TOWER
D20 SUPPORTING FOUNDATIONS FOR COAL PILE DRAINAGE
D20 TOWER, COAL TRANSFER, AREA-EXCAVATION, DITCHES, DIKES
D20 TOWER, COAL TRANSFER, AREA-SITE PREP, EXCAVATE SPUR
D20 TRAILER, W/TOWER
D20 VALVE, CHECK, COAL PILE DRAINAGE

312-D21

COAL HANDLING SCALES

D21 ADAPTER/A
D21 BELT SCALE,CONVEYOR
D21 BUFFER, BLACK BOX, FOR COAL SCALES
D21 COMPUTER COAL SCALES
D21 INDICATOR,SCALE
D21 OPERATING SYSTEM
D21 SCALE PIT
D21 TRUCK SCALE

312-D22

TRACK SYSTEM

D22 CAMERA, MONITORING CAR DUMPER
D22 CONTROL SYSTEM, REMOTE SIDE RAIL CAR DUMPING
D22 LOCOMOTIVE REMOTE CONTROL
D22 LOCOMOTIVE, SWITCHER
D22 MOTOR, TRAIN POSITIONER
D22 RAILCAR, FLATBED

312: Boiler Plant Equipment (Steam Production)

D22 RAILCAR, GONDOLA
D22 RAILCAR, ROTARY DUMP
D22 RAILROAD TRACK-TIES, ROAD CROSSING, TRACKS, BALLASTS

312-D23

TRACTOR (BULLDOZER)

D23 DOZER
D23 DOZER BLADE
D23 EXCAVATOR
D23 HVAC, A/C, DOZER
D23 LOADER, CASE
D23 LOGFORK W/COUNTERWEIGHTS
D23 MOLD BOARD FOR TRACTOR
D23 PAYLOADER
D23 TANK, COAL HANDLING, SKID MOUNTED TANK
D23 TRACTOR

312-D24

TRESTLE

D24 COAL HANDLING BRIDGE AND ABUTMENTS
D24 HIGHWAY SPUR

312-D25

COAL HANDLING MARINE EQUIPMENT

D25 BOAT, JON
D25 MOTOR
D25 TRAILER

312-D26

COAL HANDLING ELECTRICAL EQUIPMENT

D26 BARGE HAULAGE SYSTEM ELECTRICAL EQUIPMENT
D26 BARGE UNLOADER AC STATIC CONTROL
D26 BARGE UNLOADER ELECTRICAL EQUIPMENT
D26 BYTE BUCKET CASSETTE
D26 CABLE, POWER/COAL HANDLING SYSTEM
D26 CABLE, WIRE, CONDUIT, COAL HANDLING
D26 CABLES, CONTROL, COAL HANDLING SYSTEM
D26 CAR PULLER, ELECTRICAL
D26 COAL ELECTRICAL EQUIPMENT HOUSE
D26 COAL ELECTRICAL EQUIPMENT TRANSFORMER, FOUNDATION
D26 COAL HANDLING CONTROL PANEL
D26 COAL HANDLING ELECTRICAL EQUIPMENT
D26 COAL HANDLING LIGHTING
D26 COAL RECLAIM ELECTRICAL EQUIPMENT BUILDING
D26 COMPUTER, COAL HANDLING
D26 CONTROL, COAL UNLOADING SYSTEM
D26 HVAC, UNIT
D26 HYD POWER UNIT, COAL TRIPPER
D26 MOTOR CONTROL CENTER, W/ LOCAL CONTROLS
D26 MOTOR, BARGE UNLOADER FLOW GATE
D26 MOTOR, BOOM CONVEYOR DRIVE, COAL
D26 MOTOR, BOOM HOIST DRIVE
D26 MOTOR, BUCKET WHEEL DRIVE, COAL
D26 MOTOR, CAR DUMPER, COAL
D26 MOTOR, CAR DUMPER, HYD UNIT, COAL
D26 MOTOR, GANTRY DRIVE, COAL
D26 MOTOR, SLEWING DRIVE, COAL
D26 MOTOR, TRIPPER FLOOR, COAL
D26 MULTIPLEXER PANEL @ CRUSHER HOUSE
D26 PANEL, POWER AND CONTROL, COAL ELECTRICAL HOUSE
D26 RECLAIM MOTOR CENTER
D26 REMOTE DEVICES-COAL HANDLING
D26 SERVICE INSTRUMENT
D26 SWITCHGEAR HOUSE-COAL HANDLING
D26 TRANSFORMER, STEP-DOWN, BARGE UNLOADER

312: Boiler Plant Equipment (Steam Production)

D26 UNLOADER DC COMPRESSOR
D26 VENTILATING UNIT, MACHINERY ROOM

312-D27

COAL SAMPLING SYSTEM

D27 CHAIN GUARD, ENCLOSED, W/TIGHTENER
D27 CHUTE, STAINLESS STEEL TRANSITION
D27 COAL SAMPLE RIFFLER
D27 FOUNDATIONS, COAL SAMPLE SYSTEM EQUIPMENT
D27 HOIST, SAMPLE TOWER
D27 MOISTURE DETECTING UNIT
D27 MOTOR, FIRED SAMPLING
D27 PROBE, TEMPERATURE, CK TEMP COAL ON CARS/PILES
D27 REDUCER, AS RECEIVED SAMPLING
D27 SAMPLER, COAL FINENESS, CYCLONE & PROBE @ LAB
D27 SAMPLER, COAL HANDLING, AS FIRED
D27 SAMPLER, FUEL TRUCK
D27 SAMPLER, SWING ARM BELT
D27 SAMPLING, COAL HANDLING, AS RECEIVED
D27 SPLITTER, COAL SAMPLER
D27 TOWER, SAMPLE, COAL UNLOADING SYSTEM

312-D29

COAL BARGE

D29 WINCH, BARGE COVER

312-D30

WORK BOAT

D30 BOAT, TUG
D30 RADIO, MARINE, W/ANTENNA
D30 WINCH, TUGBOAT

312-E01

AIR COMPRESSOR

312-E02

AIR FILTER OR WASHER

312-E03

PRIMARY AIR HEATER

E03 AIR HEATER
E03 AIR MOTOR ASSEMBLY
E03 VALVE, PLUG ASSEM, AIR PREHEATER

312-E04

CHUTES, DUCTS, OR PIPES SYSTEM

E04 BLASTER, AIR

312-E05

COAL FEEDER, RAW OR POWDERED

E05 COAL FEEDER
E05 COAL FEEDER, ELECTRONIC LOAD CELL WEIGHING
E05 COAL FEEDER, MOTOR
E05 CONTROLS, COAL FEEDER
E05 GATE, STOCK FEEDER
E05 VALVE, FEEDER INLET ISOLATION

312-E06

FEEDER BELT

E06 CLEANER, BRUSH
E06 COAL FEEDER BELT
E06 COUPLING, FEEDER BELT, COAL
E06 MOTOR, FEEDER BELT
E06 MOTOR, TRAILER DRIVE
E06 REDUCER, FEEDER BELT
E06 REDUCER, BOOM FEEDER BELT DRIVE, COAL

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E06 REDUCER, BOOM HOIST DRIVE, COAL
E06 REDUCER, BUCKET WHEEL DRIVE, COAL
E06 REDUCER, GANTRY DRIVE, COAL
E06 REDUCER, SLEWING DRIVE, COAL
E06 REDUCER, TRAILER DRIVE, COAL

**312-E07
CRUSHER**

E07 COAL CRUSHER ENCLOSURE
E07 CRUSHER TOWER
E07 CRUSHER, AS FIRED SAMPLING
E07 CRUSHER, AS RECEIVED SAMPLING
E07 FLOP GATE, COAL
E07 MOTOR, CRUSHER
E07 MOTOR, CRUSHER, AS FIRED
E07 MOTOR, CRUSHER, AS RECEIVED

**312-E08
DRYER**

E08 DRYER

**312-E09
FAN**

E09 FAN
E09 PRIMARY AIR FLOW, MEASURING ELEMENT
E09 PRIMARY AIR FLOW, MONITOR

**312-E10
HOPPER OR BIN**

E10 PYRITE, TANK
E10 VALVE, TANK

**312-E11
PULVERIZER**

E11 BALL MILL REMOTE CONTROL SYSTEM
E11 CRANE, MILL MAINTENANCE
E11 DAMPER, RATING
E11 FAN, MILL SEAL AIR
E11 MILL, GEARBOX
E11 MOTOR, MILL
E11 PIPING SYSTEM, COAL
E11 PULVERIZER, MILL
E11 PULVERIZER, RATING DAMPER
E11 SADDLE
E11 TABLE, GRINDING
E11 UPPER SPRING RING

**312-E12
PUMP**

E12 MOTOR, PUMP
E12 PUMP, SUMP, PYRITES HOLDING TANK

**312-E16
WEIGHING MACHINE, AUTOMATIC**

E16 BELT SCALE

**312-F01
HEATER**

F01 HEATER, FUEL OIL

**312-F02
METER**

F02 METER

**312-F03
PUMP**

F03 MOTOR, PUMP
F03 PUMP

312: Boiler Plant Equipment (Steam Production)

312-F04

TANK

F04 GAUGE SYSTEM
F04 PROBE, FUEL OIL TANK
F04 TANK, FUEL OIL

312-G01

HOLDER OR TANK

G01 TANK
G01 TANK, DIKING

312-G02

METER

G02 COMPUTER, ANALOG, PROPANE METER

312-G03

PRESSURE REGULATOR OR CONTROL DEVICE

G03 FUEL SAFETY SYSTEM W/PURGE PRELIGHT

312-G04

GAS LINES

G04 GAS LINE

312-G05

GAS PLANT

G05 PROPANE VAPORIZER

312-H02

CONVEYOR - ASH HANDLING EQUIPMENT

H02 CONVEYOR SYSTEM, BOTTOM ASH
H02 CONVEYOR, ASH, SUBMERGED, DRAG CHAIN
H02 TANK, BOTTOM ASH, SULPHURIC ACID

312-H03

CRANE OR HOIST - ASH HANDLING EQUIPMENT

H03 HOIST, FLY ASH SILO JIB CRANE

312-H04

ELECTRIC TROLLEY

312-H05

FAN - ASH HANDLING EQUIPMENT

H05 BLOWER, FLY ASH AERATION
H05 BLOWER, FLY ASH PRESSURE
H05 FAN, FLY ASH EXHAUST
H05 FAN, VENT, FLY ASH
H05 MOTOR, FLY ASH AERATION BLOWER

312-H07

PUMP - ASH HANDLING EQUIPMENT

H07 ASH HOPPER OVERFLOW SUMP PUMP
H07 CLARIFIER, ASH HANDLING WATER SUPPLY
H07 FLOATING PUMP STRUCTURE, ASH POND
H07 MOTOR, PUMP
H07 PUMP, ASH SLUICE
H07 PUMP, GENERAL
H07 PUMP, FOUNDATION
H07 PUMP, WASTE WATER
H07 THERMAL SUPPLY UNIT, BOTTOM ASH COOLER

312-H08

REMOVAL SYSTEM, VACUUM

H08 AIR DRYER, FLY ASH SYSTEM
H08 ASH HANDLING SYSTEM CONTROLS
H08 BREAKER, VACUUM, UNIT, FLY ASH
H08 HYDRAULIC EDUCTOR
H08 HYDRO VACTOR
H08 PIPING SYSTEM, VACUUM TRUCK
H08 TRUCK, VACUUM

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H08 VACUUM, CENTRAL, PIPING SYSTEM

312-H09

SLUICEWAY OR PIPING SYSTEM

H09 ASH CONTROL SYSTEM
H09 ASH HOPPER, WET SEAL SKIRT
H09 ASH SCREEN
H09 ASH, BOTTOM, HANDLING SYSTEM
H09 DISCHARGE PIPELINE OVERFLOW SUMP PUMP TO ASH POND
H09 FLY ASH HANDLING SYSTEM
H09 FLYASH DISCHARGE LINE
H09 FREEZE PROTECTION, WETBOTTOM
H09 HEAT TRACE, CONDUIT, CABLES, & PANELS
H09 HEATER, WETBOTTOM RADIANT
H09 PIPING SYSTEM, ASH SLUICE
H09 PIPING SYSTEM, BOTTOM ASH
H09 PYRITE DISCHARGE LINE
H09 SCREEN, STAINLESS STEEL DRIP
H09 SLAG SCREEN
H09 TRENCH, ASH LINE, CONCRETE
H09 VALVE, ASH SLUICE
H09 VALVE, ISOLATION, ASH RECYCLING
H09 VALVE, WET BOTTOM

312-H10

STORAGE BIN OR PIT

H10 ASH STORAGE STRUCTURE W/FOOTBRIDGE
H10 FOUNDATIONS, BOTTOM ASH HOPPER AND PIT
H10 GATE, ASH & HOUSING
H10 HOPPER, FLY ASH
H10 HOPPER, BOTTOM ASH
H10 HOPPER, INTERNAL WATER JET
H10 HOPPER, PYRITE
H10 SILO, FLY ASH
H10 TANK, FLY ASH SEPARATOR
H10 TANK, ISOLATING VALVE HOLDING
H10 TANK, PYRITE HOLDING
H10 TROUGH, BOILER SEAL
H10 VALVE, ISOLATING, PYRITE HOLDING TANK

312-H11

SUMP DREDGE

H11 STRAINER

312-H13

CLINKER GRINDER OR SLAG GRINDER

H13 ASH HOPPER GRINDER MOTOR REDUCER
H13 FLUID POWER DRIVES
H13 GRINDER, SLAG

312-H14

ASH POND EQUIPMENT

H14 ASH POND OVERFLOW PIPING
H14 ASH POND, DISCHARGE FACILITY
H14 CABLE, CONTROL & INSTRUMENT
H14 CABLE, POWER
H14 CONDUIT, POWER
H14 CONTROL FEED SYSTEM, PH, ASH POND W/ ENCLOSURE
H14 CONTROL SYSTEM, SUPERVISORY
H14 CURTAIN, TURBIDITY, FLOATING, ASH POND
H14 FLOW MEASUREMENT SYSTEM
H14 POND, ASH
H14 POND, ASH, CONCRETE SUPPORTS, ASH LINES
H14 POND, ASH, CULVERT
H14 POND, ASH, DIKE
H14 POND, ASH, DRAWDOWN STRUCTURE

312: Boiler Plant Equipment (Steam Production)

H14 POND, ASH, EMERGENCY OVERFLOW
H14 POND, ASH, EXPANSION
H14 POND, ASH, MANHOLES
H14 POND, ASH, PUMP
H14 POND, ASH, RIP RAP
H14 POND, ASH, ROAD, GRAVEL
H14 STRAINER, W/AUTOMATIC BACKWASH CONTROL
H14 SUBSTATION, EQUIPMENT FOR ASH POND

312-I01

METER - PURIFICATION SYSTEM

I01 ADAPTER, MOD BUS W/CABLE & PROGRAMMER/TAPE LOADER
I01 ANALYZER
I01 COMPENSATOR, AUTOMATIC TEMPERATURE
I01 CONDUCTIVITY CELL, SCREW
I01 FLOW SWITCH CALIBRATOR, FLUID COMPONENTS
I01 METER, FLOW
I01 INDICATOR, TEMPERATURE
I01 METER, DENSITY
I01 METER, PH
I01 PROBE, MAGNETIC, FLOW METER
I01 RECORDER, CLARIFIER
I01 RECORDER, SEQUENCE OF EVENTS

312-I02

PUMP - PURIFICATION SYSTEM

I02 CRANE, CLARIFIER BLDG GANTRY
I02 PUMP, ACID FEED
I02 PUMP, AMINE
I02 PUMP, CAUSTIC
I02 PUMP, CLARIFIER SLUDGE
I02 PUMP, COAGULANT
I02 PUMP, CONDENSATE
I02 PUMP, DEMINERALIZER
I02 PUMP, EVAPORATOR
I02 PUMP, HYDRAZINE
I02 PUMP, PH CORRECTION
I02 PUMP, PHOSPHATE
I02 PUMP, RECIRCULATION
I02 PUMP, SAMPLE
I02 PUMP, SERVICE WATER
I02 PUMP, SODIUM HYDROXIDE
I02 PUMP, SUMP
I02 PUMP, TRANSFER
I02 PUMP, TRASH
I02 PUMP, VACUUM
I02 PUMP, VACUUM, SEAL OIL
I02 PUMP, WATER CENTRIFUGAL
I02 PUMP, WATER, POTABLE
I02 PUMP, WELL WATER BOOSTER

312-I03

TANK - PURIFICATION SYSTEM

I03 CLARIFIER, WASTE WATER SUPPLY
I03 HEATER, CAUSTIC TANK
I03 LIQUID ALUM SYSTEM, PIPING SYSTEM
I03 MIXER, TANK
I03 PUMP, ACID REGENERATION
I03 RESERVOIR, WATER
I03 TANK, ACID
I03 TANK, ANION EXCHANGE
I03 TANK, CATION EXCHANGE
I03 TANK, CAUSTIC
I03 TANK, COAGULANT
I03 TANK, COAGULANT STORAGE

312: Boiler Plant Equipment (Steam Production)

- I03 TANK, CONDENSATE
- I03 TANK, CONDENSATE DRAIN
- I03 TANK, CONDENSATE STORAGE
- I03 TANK, DEGASIFIER & CLEARWELL
- I03 TANK, HYDRAZINE
- I03 TANK, MIXED BED
- I03 TANK, PHOSPHATE
- I03 TANK, POTABLE WATER
- I03 TANK, RO PLANT
- I03 TANK, SULFURIC ACID
- I03 TANK, WATER
- I03 UNIVERSALEVEL, DREXELBROOK, ACID/CAUSTIC
- I03 WASTE WATER CLARIFIER & FILTER WATER TANK

312-I04

WATER SOFTENER OR PURIFICATION SYSTEM

- I04 AERATOR, ACID RETENTION
- I04 AGITATOR, NEUTRALIZATION PIT, W/MOTOR
- I04 ANALYZER, SODIUM, CONDENSATE SYSTEM
- I04 BLOWER, AIR, MIXED BED, W/MOTOR
- I04 CLARIFIER BUILDING
- I04 CLARIFIER, DEMINERALIZED WATER PIPING SYSTEM
- I04 CLARIFIERS, PRETREATMENT, FLASH MIX TANKS
- I04 CLEANING STATION, WATER PLANT
- I04 CONDUIT & CABLE TRAYS @ WATER PLANT
- I04 CONTROL, EVAPORATING
- I04 CROSSTIE LINE, DEIONIZED WATER
- I04 DCS CONTROL SYSTEM, WATER CONTROL DEMINERALIZER
- I04 DEMINERALIZER SYSTEM, MAKE UP
- I04 EVAPORATOR, FEEDWATER
- I04 FEED SYSTEM, POLYMER
- I04 FILTER SYSTEM, ACTIVATED CARBON
- I04 HEATER, CAUSTIC
- I04 HOIST, WATER TREATMENT BLDG CHLORINE
- I04 HYPOCHLORINATOR (WATER TREATMENT BLDG.)
- I04 LIQUID ALUM FEED SYSTEM FOR ALUM INJECT PUMP SYST
- I04 MAIN CONTROL PANEL @ WATER PLANT
- I04 METER, CONDUCTIVITY, RO WATER TREATMENT
- I04 MONITOR, PH, CONDENSATE
- I04 PIPE TRENCH @ WATER PLANT
- I04 PIPING SYSTEM, CHEMICAL FEED
- I04 PIPING SYSTEM, WASTEWATER POND
- I04 PLC SYSTEM
- I04 POND, WASTE WATER
- I04 POND, WASTE, LINER
- I04 PREVENTOR, PLANT BACKFLOW
- I04 PUMP, CHEMICAL FEED
- I04 REDUCER, CLARIFIER RAKE SPEED
- I04 REDUCER, CLARIFIER TURBINE SPEED
- I04 REVERSE OSMOSIS SYSTEM
- I04 RIVER WATER INTAKE BUILDING
- I04 REVERSE OSMOSIS PLANT CONTROLS
- I04 SOFTENER, DUAL, W/BRINE STATION
- I04 TURBIDIMETER, CLARIFIER
- I04 WALKWAY, CONCRETE, ACID RETENTION
- I04 WATER HEATER, ANION UNIT, CAUSTIC
- I04 WATER TREATMENT BUILDING
- I04 WATER TREATMENT CLARIFIER BUILDING

312-I05

WELL

- I05 WELL, TEST, POTABLE WATER

312-J01

AIR DUCT SYSTEM

312: Boiler Plant Equipment (Steam Production)

J01 BOILER, ROOF VENTILATOR, DRAFT
J01 CONTROLLER, AIR FLOW
J01 CONTROLLERS, SEAL AIR W/DRIVES
J01 FAN DAMPER, SEAL AIR FAN
J01 FAN, EXHAUST
J01 TUNNEL VENT SYSTEM

312-J02

BLOWER - VENTILATING EQUIPMENT

J02 CLEANER, ELECTRONIC AIR
J02 FAN, PRESSURIZATION
J02 TRANSMITTER, AIR FLOW, W/DRIVES

312-J03

COOLER - VENTILATING EQUIPMENT

J03 COOLER @ STEAM COIL RACK
J03 COOLER, EXTERNAL DRAIN
J03 PUMP, CIRCULATION, CHILLED WATER
J03 PUMP, COOLING WATER, CLOSED
J03 PUMP, COOLING WATER, DIRECT

312-K01

AUTOMATIC CONTROL INSTALLATION

K01 ANALYZER, OXYGEN
K01 BOILER, PRESSURE READOUT
K01 CIRCUIT BREAKER, AC HIGH VOLTAGE
K01 CONTROLLER, COAL AIR TEMP W/DRIVES
K01 CONTROLLER, MILL W/DRIVES
K01 CONTROLS, TRACK HOPPER FEED
K01 FIRE PROTECTION
K01 MOTOR CONTROL CENTER
K01 PYRITE, SYSTEM CONTROLS
K01 STEAM PRESS CONTROL SYSTEM, AUTOMATIC
K01 SWITCHES
K01 THERMAPROBE
K01 TOTALIZER SYSTEM, GAS FLOW
K01 TRANSFORMER

312-K02

MASTER CONTROL INSTALLATION

K02 ANALYZER, OXYGEN, PROBE
K02 CABINET
K02 COMPUTER
K02 CONDUCTIVITY CELL
K02 CONDUCTIVITY MONITOR
K02 CONDUCTOR NT SOFTWARE KITS
K02 CONTROL STATIONS
K02 CONTROLLER, PRESSURE
K02 DAS, EMISSIONS MONITOR
K02 ELECTRIC SERVICE, UNDERGROUND, PH TRIM STATION
K02 GENERATOR, DIESEL, CONTROL SYSTEM, CONTROLS
K02 MODULATING DRIVE (BTG)
K02 MODULATING OPERATOR (BTG)
K02 PANEL, I/O CONNECTOR CONTROL
K02 POSITION CONTROL
K02 SWAMPING BOX (BTG)
K02 TAPE DRIVE, MAGNETIC FOR EPA REPORT EMISSIONS MONI
K02 TEMPERATURE PROCESSOR
K02 TEMPERATURE SIGNAL GENERATOR
K02 TRANSDUCERS & CONTROL VALVES
K02 TRANSMITTER, PRESSURE
K02 UNINTERRUPTIBLE POWER SUPPLY
K02 WORKSTATION CONSOLE, CONTROL ROOM

312-K03

PANEL SECTION OF SWITCH OR BOARD

312: Boiler Plant Equipment (Steam Production)

K03 BOARD, INSTRUMENT GAUGE
K03 BREAKER BOARD, LEAR SIEGLER, INSTACK MONITOR
K03 CABINET
K03 CONTROL BOARD, BTG
K03 PANEL
K03 SWITCHBOARD

312-K04

RECORDING OR INDICATING DEVICE

K04 ALARM ANNUNCIATOR, BTG BOARD
K04 ALARM ANNUNCIATOR, PANALARM
K04 ALARM, PANEL
K04 AMPLIFIER
K04 ANALYZER, PROBE
K04 ANALYZERS
K04 ANALYZER, SO2
K04 ANNUNCIATOR, TERMINATION BAYS, CONTROL PANEL
K04 BALCONIES & TEST PORTS
K04 COMPUTER
K04 CONTROL, DIGITAL, STACK EMISSIONS
K04 CONTROLLER
K04 DAC W/SPECTRAPAK DAHS, STACK EMISSIONS
K04 DATA ACQUISITION SYSTEM
K04 EMISSION MONITORING SYSTEM
K04 INDICATOR, DRUM LEVEL
K04 INFRARED THERMO TEMPERATURE PROBE
K04 INVERTER
K04 METER
K04 MONITOR, CO2
K04 MONITOR, EMISSION
K04 MONITOR PROBE, STACK GAS
K04 MONITOR, OPACITY
K04 MONITOR, SO2
K04 MONITOR, ULTRAFLOW
K04 OPERATORS STATION, NT DISPLAY, WDPF
K04 PRESSURE INDICATOR
K04 PROGRAMMABLE LOGIC CONTROLLER
K04 RACK, INSTRUMENT & CONTROL EQUIPMENT
K04 RECORDER
K04 SEQUENCE OF EVENTS SYSTEM
K04 SOFTWARE, DB DOCUMENT
K04 SOFTWARE, FOR BAILEY CONTROL
K04 SPECTROPHOTOMETER
K04 STACK EMISSIONS, DIGITAL CONTROLS
K04 TESTING METER
K04 THERMOCOUPLE
K04 THERMOMETER
K04 TRANSMATION
K04 TRANSMISSOMETER
K04 TRANSMITTER

312-K05

AIR DRYER

K05 AIR COMPRESSOR
K05 AIR DRYER

312-L02

HEADER OF ANY CLASS OF PIPING

L02 COMPRESSED AIR PIPING
L02 CONDENSATE PIPING
L02 COOLING WATER PIPING
L02 DEMINERALIZED WATER PIPING
L02 STEAM DRAIN PIPING
L02 EXHAUST PIPING
L02 INSTRUMENT AIR PIPING

312: Boiler Plant Equipment (Steam Production)

- L02 PIPING SYSTEM, BOILER FEED
- L02 PIPING SYSTEM, BOILER, DRAFT
- L02 PIPING SYSTEM, CHEMICAL FEED
- L02 PIPING SYSTEM, COLD REHEAT
- L02 PIPING SYSTEM, HOT REHEAT
- L02 PIPING SYSTEM, MAIN STEAM
- L02 PIPING SYSTEM, RELIEF VALVE VENTS
- L02 PIPING SYSTEM, SERVICE WATER
- L02 PIPING SYSTEM, WASTE WATER
- L02 PIPING SYSTEM, WET BOTTOM
- L02 PIPING SYSTEM, OIL SUPPLY TO BURNERS
- L02 POTABLE WATER PIPING
- L02 LUBE OIL, PIPING
- L02 ROOF, DRAIN PIPING SYSTEM
- L02 SERVICE AIR PIPING SYSTEM
- L02 STEAM BLOWDOWN, SILENCER
- L02 VENT PIPING SYSTEM

312-L03

PIPING, 2" OR OVER, 2 OR MORE UNITS

- L03 AIR EXTRACTION PIPING SYSTEM
- L03 ASH SEAL PIPING SYSTEM
- L03 BOILER, VALVE, RELIEF, VENT PIPING, INSULATION
- L03 CENTRAL, VACUUM SUCTION HOSES
- L03 CONDENSATE PIPING SYSTEM
- L03 DEMINERALIZED PIPING SYSTEM
- L03 DRAIN PIPING SYSTEM
- L03 FIRE PROTECTION PIPING SYSTEM
- L03 HOOD, STEAM LINE
- L03 HOT REHEAT PIPING SYSTEM
- L03 IGNITION OIL PIPING SYSTEM
- L03 INSTRUMENT AIR PIPING SYSTEM
- L03 INSULATE PIPING BOILER PLANT PIPING
- L03 MAIN STEAM PIPING SYSTEM
- L03 PIPING SYSTEM, BLEED STEAM
- L03 PIPING SYSTEM, BOILER FEED
- L03 PIPING SYSTEM, CENTRAL VACUUM
- L03 PIPING SYSTEM, CERAMIC COAL
- L03 PIPING SYSTEM, CHEMICAL CLEANING
- L03 PIPING SYSTEM, CHEMICAL FEED SYSTEM
- L03 PIPING SYSTEM, COAL REHEAT
- L03 PIPING SYSTEM, HYDROGEN
- L03 PIPING SYSTEM, LUBE OIL
- L03 PIPING SYSTEM, OBSERVATION PORT
- L03 PIPING SYSTEM, SERVICE AIR
- L03 PIPING SYSTEM, STEAM, BOILER, AUX
- L03 PIPING SYSTEM, SULPHURIC ACID
- L03 POLISHER, CONDENSATE, WATER TREATMENT
- L03 POTABLE WATER, PIPING SYSTEM
- L03 SERVICE WATER, PIPING SYSTEM
- L03 WASTE WATER PIPING
- L03 WATER LINE, BOILER SLAG CONTROL

312-L04

PIPING, 2" OR OVER, 1 OR MORE UNITS & HEADER

- L04 PIPING SYSTEM, CERAMIC COAL, CLASSIFIERS/BURNERS
- L04 PIPING SYSTEM, WET BOTTOM, ASH POND
- L04 VACUUM TRUCK, PORTABLE PIPING

312-L05

TRAP, HIGH PRESSURE

- L05 TRAPS

312-L06

SEPARATOR OR PURIFIER, STEAM

312: Boiler Plant Equipment (Steam Production)

L06 SEPARATOR, VAPOR

312-L07

RELATIVELY COSTLY VALVES

L07 VALVE
L07 VALVE, AIR COMPRESSOR
L07 VALVE, AIR HEATER CROSS TIE
L07 VALVE, AIR HEATER DRAIN LINE
L07 VALVE, ASH HANDLING, ASSEMBLY
L07 VALVE, ASH LINE, ASSY
L07 VALVE, ASH OVERFLOW
L07 VALVE, ASH REMOVAL, MATERIAL HANDLING
L07 VALVE, ASH SEAL PIPING SYSTEM
L07 VALVE, ASH SLUICE
L07 VALVE, ASH SLUICE PUMP, OUTBOARD
L07 VALVE, ASH SYSTEM
L07 VALVE, AUX STEAM
L07 VALVE, AUX WATER
L07 VALVE, BLEED PUMP
L07 VALVE, BLOWDOWN
L07 VALVE, BOILER
L07 VALVE, BOTTOM ASH
L07 VALVE, CIRCULATING, WATER
L07 VALVE, CLARIFIER
L07 VALVE, CLARIFIER INLET CONTROL
L07 VALVE, COAL
L07 VALVE, COLD REHEAT
L07 VALVE, CONDENSOR
L07 VALVE, COOLING WATER SYSTEM
L07 VALVE, CSI
L07 VALVE, DEMINERALIZED
L07 VALVE, DRAIN
L07 VALVE, DRIP
L07 VALVE, DRUM BLOCK
L07 VALVE, DRUM, SAFETY
L07 VALVE, DUST COLLECTOR
L07 VALVE, ECONOMIZER
L07 VALVE, EVAPORATING STEAM
L07 VALVE, FEEDWATER
L07 VALVE, FEEDWATER SUPERHEAT SPRAY
L07 VALVE, FEEDWATER, REGULATING
L07 VALVE, FIRE WATER DELUGE
L07 VALVE, FLYASH
L07 VALVE, HYDROVACTOR INLET
L07 VALVE, IK BLOCK
L07 VALVE, IR BLOCK
L07 VALVE, KNIFEGATE
L07 VALVE, LOW PRESSURE, STEAM HEADER, CROSS-TIE
L07 VALVE, LUBE OIL COOLER
L07 VALVE, MANUAL ISOLATION
L07 VALVE, MILL
L07 VALVE, PLANT DISCHARGE PUMP
L07 VALVE, PRECIPITATOR
L07 VALVE, PULVERIZER
L07 VALVE, PYRITE
L07 VALVE, PYRITE HOPPER
L07 VALVE, PYRITE JET PUMP, WATER SUPPLY
L07 VALVE, NON-RETURN/REVERSE CURRENT
L07 VALVE, REACTION TANK
L07 VALVE, RECLAIM, WATER SYSTEM
L07 VALVE, RELIEF
L07 VALVE, RELIEF, VENTS
L07 VALVE, RIVER WATER
L07 VALVE, ROOF DRAIN

312: Boiler Plant Equipment (Steam Production)

L07 VALVE, SAFETY, MAIN STEAM
L07 VALVE, SAFETY, PRESSURE
L07 VALVE, SAFETY, REHEATER
L07 VALVE, SAFETY, STEAM COIL
L07 VALVE, SAFETY, SUPERHEATER
L07 VALVE, SEAL AIR FAN, FLANGE
L07 VALVE, SILO SUMP PUMP
L07 VALVE, SOOTBLOWER
L07 VALVE, STEAM SEAL DRUM
L07 VALVE, STEAM SPRAY
L07 VALVE, SUMP PUMP
L07 VALVE, SUPERHEAT
L07 VALVE, SUPERHEAT SPRAY
L07 VALVE, WASTE WATER
L07 VALVE, WATER TREATMENT
L07 VALVE, WETBOTTOM

312-L08

FREEZE PROTECTION FOR PIPING

L08 FREEZE PROTECTION

312-M02

PONDS, LANDFILL RUN-OFF

M02 POND, ASH HANDLING SYSTEM, WASTE WATER, LANDFILL
M02 TRIM SYSTEM, PH, @LAB, LANDFILL

312-Q01

NEURAL NETWORK SYSTEM

Q01 AIR REGISTER DRIVE, BURNER
Q01 ALARM SYSTEM ANNUNCIATOR
Q01 BURNER MANAGEMENT SYSTEM
Q01 BURNER AIR MANAGEMENT, INDIVIDUAL
Q01 COAL PIPE ORIFICE, FUEL FLOW MONITORING / BALANCING
Q01 COMBUSTION CONTROL SYSTEM WITH LOAD DISPATCH
Q01 COMPUTER CONTROL SYSTEM
Q01 DATA ACQUISITION SYSTEM
Q01 ECT SYSTEM, FUEL FLOW MONITORING AND BALANCING
Q01 NEURAL NETWORK SYSTEM
Q01 PI-ARCHIVING SYSTEM
Q01 SAFEFLAME DFS SCANNER/ARCH
Q01 SPARE PARTS

312-R01

COAL REBURN NETWORK SYSTEM

R01 ALARM SYSTEM ANNUNCIATOR
R01 BASKETS, AIRHEATER COLDEND
R01 BOOST AIR HOSE
R01 BOOST AIR PIPING
R01 BOOST AIR PIPING, DAMPER
R01 BOOST AIR PIPING, DAMPER DRIVE
R01 BRICK LINING, INTERNAL
R01 CLEANING DEVICE, AIRHEATER HOTEND
R01 COAL PIPING
R01 COAL PIPING, ISOLATION VALVE
R01 COMPUTER & SOFTWARE
R01 DUCT MONITOR
R01 FLOW TRANSMITTER
R01 HARDWARE
R01 HOTEND LAYER, AIRHEATER
R01 INJECTOR
R01 INJECTOR, COAL REBURN
R01 INJECTOR, COAL REBURN, TUBE PANEL
R01 INJECTOR, COAL REBURN, BOOST AIR HOSE
R01 INJECTOR, EXPANSION JOINT
R01 INJECTOR, INNER DRIVE

312: Boiler Plant Equipment (Steam Production)

R01 INJECTOR, OUTER DRIVE
R01 INJECTOR, TUBE PANEL
R01 LAGGING & INSULATION
R01 OFA DUCT
R01 OFA DUCT DAMPER
R01 OFA DUCT DAMPER DRIVE
R01 OFA DUCT EXPANSION JOINT
R01 OFA DUCT INSULATION
R01 PROBE
R01 SCANNER SYSTEM/ARCHITECTURE
R01 STABILIZER RING
R01 TRANSMITTER, TEMPERATURE
R01 TRIMMING DAMPER

312-S01

SCR

S01 AC INPUTS / RELAY OUTPUTS, BASE UNIT, MICRO LOGIX, PLC CONTROL
S01 AC POWER SUPPLY, LOGIX, PLC CONTROL
S01 ANALYZER, NOX
S01 ASSEMBLY, CATALYST, CART
S01 ASSEMBLY, CATALYST, CART TRACK
S01 ASSEMBLY, CATALYST, SEAL PLATE
S01 ASSEMBLY, CROSS ARM, RAKE SOOTBLOWER
S01 ASSEMBLY, FEED TUBE, RAKE SOOTBLOWER
S01 ASSEMBLY, HOPPER MODULE
S01 ASSEMBLY, REACTOR
S01 ASSEMBLY, REACTOR, TUBE BUNDLE
S01 ASSEMBLY, RECTIFIER MODULE
S01 BOILER BYPASS, ECONOMIZER SECTION TUBE SURFACE
S01 BOILER BYPASS, REHEATER SECTION TUBE SURFACE
S01 CATALYST, REACTOR
S01 COMPUTER, CEMS
S01 CONTROL PANEL, E-STOP, PLC
S01 CONTROL PANEL, E-STOP, REMOTE CONTROL, PLC
S01 CONTROL PANEL, MAIN, PLC
S01 CPU, LOGIX, PLC CONTROL
S01 DAMPER, DOUBLE LOUVER, BYPASS
S01 DAMPER, FAN INLET, ID FAN
S01 DAMPER, FAN OUTLET, ID FAN
S01 DAMPER, GUILLOTINE INLET
S01 DAMPER, GUILLOTINE OUTLET
S01 DESUPERHEATER, STEAM CONDITIONING
S01 DRIVEN COUPLING REXNORD, ID FAN AND MOTOR
S01 DUCT, BREECHING BYPASS
S01 DUCT, BREECHING INLET
S01 DUCT, BREECHING OUTLET
S01 DUCT, ECONOMIZER OUTLET
S01 DUCT, INLET INTERIOR, ELBOW CAP
S01 DUCT, REACTOR, PRIMARY AIR
S01 ELEMENT, COLD END, AIRHEATER, PRIMARY
S01 ELEMENT, COLD END, AIRHEATER, SECONDARY
S01 ELEMENT, HOT END, AIRHEATER, PRIMARY
S01 ELEMENT, HOT END, AIRHEATER, SECONDARY
S01 ETHERNET ADAPTER, PLC CONTROL
S01 ETHERNET BRIDGE, SINGLE PORT, PLC CONTROL
S01 ETHERNET HUB, DIN-RAIL MOUNTING, PLC CONTROL
S01 ETHERNET INTERFACE, MICRO LOGIX, PLC CONTROL
S01 EXPANSION JOINT, AIR HEATER INLET
S01 EXPANSION JOINT, BYPASS
S01 EXPANSION JOINT, ECONOMIZER INLET
S01 EXPANSION JOINT, ECONOMIZER OUTLET
S01 EXPANSION JOINT, METALLIC, DILUTION / SEAL AIR
S01 EXPANSION JOINT, NON-METALLIC, DILUTION / SEAL AIR

312: Boiler Plant Equipment (Steam Production)

S01 EXPANSION JOINT, OUTLET
S01 EXPANSION JOINT, P.A. DUCT
S01 FAN ASSEMBLY, DILUTION / SEAL AIR
S01 FLOW ELEMENT, HEADER, STEAM CONDITIONING
S01 FLUE GAS DUCT, BREECHING, AIR HEATER
S01 FOUNDATIONS, AMMONIA AREA
S01 FOUNDATIONS, ID FAN
S01 FOUNDATIONS, SCR / DUCT
S01 HMI - CLIENT / SERVER SOFTWARE
S01 HMI - MONITORS
S01 HMI - OPERATE IT SERVERS
S01 HMI - OPERATOR MONITORS
S01 HMI - PERSONAL COMPUTERS
S01 HMI - PROJECTION MONITORS
S01 HOIST / TROLLEY, CATALYST
S01 I/O PANEL, REMOTE CONTROL, PLC
S01 IMPELLER, ID FAN AND MOTOR
S01 INJECTION FLOW, CONTROL SKID
S01 INJECTION FLOW, TRANSMITTER
S01 INJECTION HEADER, PRESSURE TRANSMITTER
S01 INPUT MODULE, 4 CHANNEL ANALOG, MICRO LOGIX, PLC CONTROL
S01 INPUT MODULE, AC ISOLATION, LOGIX, PLC CONTROL
S01 INPUT MODULE, ISOLATION, LOGIX, PLC CONTROL
S01 INPUT MODULE, LOGIX, PLC CONTROL
S01 INPUT MODULE, VAC, MICRO LOGIX, PLC CONTROL
S01 INSTRUMENT AIR SYSTEM
S01 LEAK DETECTOR, NH3
S01 LEAK DETECTOR, TRUCK UNLOADING, NH3
S01 LEVEL INDICATOR, NH3 STORAGE
S01 MANIFOLD, TANK PRESSURE RELIEF, NH3 STORAGE
S01 MONITOR, PLC CONTROL
S01 MOTOR, ID FAN AND MOTOR
S01 NET BRIDGE, SINGLE PORT, PLC CONTROL
S01 NOX ANALYZER, TLI METAL BLDG.
S01 OUTPUT MODULE, AC/DC RELAY, MICRO LOGIX, PLC CONTROL
S01 OUTPUT MODULE, RELAY, LOGIX, PLC CONTROL
S01 PANEL, TRUCK UNLOADING STATION, PLC CONTROL
S01 PC, DESKTOP, PLC CONTROL
S01 PC, DIN RAIL MOUNT INDUSTRIAL, PLC CONTROL
S01 PIPE, LIQUID, RAILCAR UNLOADING, NH3 STORAGE
S01 PIPE, VAPOR, RAILCAR UNLOADING, NH3 STORAGE
S01 PIPING, DILUTION / SEAL AIR
S01 POTABLE WATER SYSTEM
S01 POWER SUPPLY, MICRO LOGIX, PLC CONTROL
S01 PROBE, GAS ANALYZER, INLET, NOX
S01 PROBE, GAS ANALYZER, OUTLET, NOX
S01 PROCESSOR UNIT, MICRO LOGIX, PLC CONTROL
S01 PUMP, MAGNETIC DRIVE, TEMPERATURE
S01 PUMP, NH3
S01 PUMP, SKID, NH3
S01 PUMP, UPSTREAM, FILTER, NH3
S01 REXA ACTUATOR, FAN INLET DAMPER, ID FAN
S01 REXA ACTUATOR, FAN OUTLET DAMPER, ID FAN
S01 ROTOR, ID FAN AND MOTOR
S01 SCANNER, DEVICE NET, MICRO LOGIX, PLC CONTROL
S01 SHAFT, ID FAN AND MOTOR
S01 SKID, TRUCK UNLOADING, NH3
S01 SLOT CHASSIS, LOGIX 13, PLC CONTROL
S01 SLOT FILLER MODULE, PLC CONTROL
S01 SOOTBLOWER PANEL, PLC CONTROL
S01 SOOTBLOWER, RAKE
S01 STEAM COIL, PREHEATER, DILUTION / SEAL AIR
S01 STORAGE TANK, NH3 AMMONIA

312: Boiler Plant Equipment (Steam Production)

- S01 STRUCTURAL STEEL, AMMONIA AREA
- S01 STRUCTURAL STEEL, SCR / DUCT
- S01 TERMINAL BLOCK, REMOVABLE, LOGIX, PLC CONTROL
- S01 TERMINATOR, LEFT END CAP, MICRO LOGIX, PLC CONTROL
- S01 TERMINATOR, RIGHT END CAP, MICRO LOGIX, PLC CONTROL
- S01 TOUCH SCREEN, FLAT PANEL, PLC CONTROL
- S01 TRANSMITTER, AIR HEADER, FLOW
- S01 TRANSMITTER, LEVEL, NH3 STORAGE
- S01 TRANSMITTER, PRESSURE, NH3 STORAGE
- S01 TRANSMITTER, PRESSURE, NH3 STORAGE TANK
- S01 TRANSMITTER, TEMPERATURE, NH3 STORAGE
- S01 VALVE, BALANCING
- S01 VALVE, CHECK, CONDENSATE OUTLET
- S01 VALVE, CHECK, LIQUID FILL, NH3 STORAGE
- S01 VALVE, DRAIN, PUMP SUPPLY, NH3 STORAGE
- S01 VALVE, EXCESS FLOW, AMMONIA TANK, NH3 STORAGE
- S01 VALVE, EXCESS FLOW, PUMP RETURN, NH3 STORAGE
- S01 VALVE, EXCESS FLOW, PUMP SUPPLY, NH3 STORAGE
- S01 VALVE, EXCESS FLOW, VAPOR BALANCE, NH3 STORAGE
- S01 VALVE, FAN OUTLET, DILUTION / SEAL AIR
- S01 VALVE, FILTER UPSTREAM CONTROL
- S01 VALVE, INJECTION CONTROL
- S01 VALVE, INJECTION LIQUID LINE, HYDRO.
- S01 VALVE, INLET ISOLATION, DILUTION / SEAL AIR
- S01 VALVE, INLET ISOLATION, STEAM CONDITIONING
- S01 VALVE, ISOLATION
- S01 VALVE, ISOLATION, CONDENSATE OUTLET
- S01 VALVE, ISOLATION, LIQUID FILL, NH3 STORAGE
- S01 VALVE, ISOLATION, LIQUID FILL, NH3 STORAGE TANK
- S01 VALVE, ISOLATION, NH3 STORAGE TANK
- S01 VALVE, ISOLATION, PUMP RETURN, NH3 STORAGE
- S01 VALVE, ISOLATION, PUMP RETURN, NH3 STORAGE TANK
- S01 VALVE, ISOLATION, PUMP SUPPLY, NH3 STORAGE
- S01 VALVE, ISOLATION, PUMP SUPPLY, NH3 STORAGE TANK
- S01 VALVE, ISOLATION, STEAM CONDITIONING
- S01 VALVE, ISOLATION, VAPOR BALANCE, NH3 STORAGE
- S01 VALVE, ISOLATION, VAPOR BALANCE, NH3 STORAGE TANK
- S01 VALVE, LIQUID LINE HYDRO. RELIEF, TRUCK UNLOADING, NH3
- S01 VALVE, LIQUID LINE ISOLATION, TRUCK UNLOADING, NH3
- S01 VALVE, LIQUID PIPE, HYDRO. RELIEF, NH3 STORAGE
- S01 VALVE, OUTLET ISOLATION, DILUTION / SEAL AIR
- S01 VALVE, POPPET, RAKE SOOTBLOWER
- S01 VALVE, PRESSURE RELIEF, NH3 STORAGE TANK
- S01 VALVE, PRESSURE RELIEF, STEAM CONDITIONING
- S01 VALVE, PUMP SUPPLY, DRAIN, NH3 STORAGE
- S01 VALVE, PUMP, DISCHARGE HYDRO.
- S01 VALVE, PUMP, NH3 SUCTION INTERCONNECTING
- S01 VALVE, PUMP, RETURN HYDRO.
- S01 VALVE, PUMP, SUCTION HYDRO.
- S01 VALVE, PUMP, SUCTION ISOLATION
- S01 VALVE, RELIEF, LIQUID FILL HYDRO., NH3 STORAGE
- S01 VALVE, RELIEF, LIQUID FILL, TANK, NH3 STORAGE
- S01 VALVE, RELIEF, PUMP RETURN HYDRO., NH3 STORAGE
- S01 VALVE, RELIEF, PUMP SUPPLY HYDRO., NH3 STORAGE
- S01 VALVE, RELIEF, TANK PRESSURE, NH3 STORAGE
- S01 VALVE, RETURN HYDRO., NH3 STORAGE
- S01 VALVE, STEAM INLET, ISOLATION
- S01 VALVE, TEMPERATURE CONTROL
- S01 VALVE, TEMPERATURE CONTROL, STEAM CONDITIONING
- S01 VALVE, VAPOR BALANCE, NH3 STORAGE TANK

312-T01

ADVANCED OVER-FIRED AIR

- T01 AIR REGISTER DRIVE, BURNER

312: Boiler Plant Equipment (Steam Production)

T01 BOX, DAMPER
T01 BOX, DAMPER DRIVE
T01 BOX, EXPANSION JOINT
T01 CAMS SYSTEM AUTO / ACKNOWLEDGMENT PURGE & TRANSMITTER, OFA
T01 COAL PIPE ORIFICE
T01 CONTROL SYSTEM, MOD BUD INTERFACE
T01 CONTROL SYSTEM, PCS
T01 CONTROL SYSTEM, SOFTWARE
T01 DAMPER DRIVE, POSITION TRANSMITTER, OFA
T01 DATA ACQUISITION SYSTEM
T01 DUCTWORK
T01 ECT SYSTEM
T01 EXPANSION JOINT, SIDEWALL INJECTOR
T01 FAN
T01 FAN, DRIVE MOTOR
T01 FAN, DAMPER
T01 FAN, DAMPER DRIVE
T01 FAN, EXPANSION JOINT
T01 FAN, ELECTRICAL FEED BREAKER
T01 FLOW ELEMENT, OFA
T01 FLOW MEASUREMENT SYSTEM
T01 FOUNDATION
T01 HMI - OPERATOR CONSOLE
T01 HMI - OPERATOR MONITORS
T01 HMI - PERSONAL COMPUTERS
T01 HMI - SOFTWARE
T01 IGNITION GAS BLEED
T01 IGNITION GAS BLOCK
T01 INJECTOR, TUBEWALL PENETRATIONS, FRONTWALL
T01 INJECTOR, TUBEWALL PENETRATIONS, SIDEWALL
T01 OVERFIRE AIR INJECTOR, FRONTWALL INJECTOR
T01 OVERFIRE AIR INJECTOR, SIDEWALL INJECTOR
T01 PROBE SIGNAL PROCESSOR, C.O. MONITORING GRID
T01 PROBE, C.O. MONITORING GRID
T01 PROBE, O2
T01 SPRING SUPPORT, SIDEWALL INJECTOR
T01 STRUCTURAL STEEL

312-U01

REID NATURAL GAS CONVERSION

UO1 ELECTRICAL WIRING
UO1 FLOW REGULATOR
UO1 FLUE GAS RECIRCULATION DUCT
UO1 GAS BURNERS, DBR
UO1 GAS FLOW CONTROL VALVE, MAIN
UO1 GAS FLOW ELEMENT
UO1 GAS HOSE, FLEXIBLE
UO1 GAS PIPE
UO1 GAS PRESSURE REGULATOR VALVE, MAIN
UO1 GAS STOP VALVE, MAIN
UO1 GAS TRIFECTA VALVE ASSEMBLY
UO1 JORDAN LINEAR DRIVES
UO1 LOCAL INSTRUMENTATION
UO1 NITROGEN BLANKET, GAS PIPE
UO1 PIPE, STEEL, UNDERGROUND
UO1 PLC MODS AND PROGRAMMING
UO1 PRESSURE TRANSMITTER
UO1 SPARK RODS
UO1 TRANSMITTERS
UO1 TUBING, STAINLESS
UO1 VALVE, MANUAL STOP
UO1 VALVE, PNEUMATIC GAS CHARGING
UO1 VALVE, PNEUMATIC GAS VENT
UO1 VALVE, PRESSURE REGULATOR, MAIN

312: Boiler Plant Equipment (Steam Production)

U01 VALVE, PRESSURE RELIEF
U01 VENT PIPE

312-V01 SCR - HMP&L

V01 AC INPUTS / RELAY OUTPUTS, BASE UNIT, MICRO LOGIX, PLC CONTROL
V01 AC POWER SUPPLY, LOGIX, PLC CONTROL
V01 AIR PREHEATER
V01 ANALYZER, NOX
V01 ASSEMBLY, CATALYST, CART
V01 ASSEMBLY, CATALYST, CART TRACK
V01 ASSEMBLY, CATALYST, SEAL PLATE
V01 ASSEMBLY, CROSS ARM, RAKE SOOTBLOWER
V01 ASSEMBLY, FEED TUBE, RAKE SOOTBLOWER
V01 ASSEMBLY, HOPPER MODULE
V01 ASSEMBLY, REACTOR
V01 ASSEMBLY, REACTOR, TUBE BUNDLE
V01 ASSEMBLY, RECTIFIER MODULE
V01 BOILER BYPASS, ECONOMIZER SECTION TUBE SURFACE
V01 BOILER BYPASS, REHEATER SECTION TUBE SURFACE
V01 CATALYST, REACTOR
V01 COMPUTER, CEMS
V01 CONTROL PANEL, E-STOP, PLC
V01 CONTROL PANEL, E-STOP, REMOTE CONTROL, PLC
V01 CONTROL PANEL, MAIN, PLC
V01 CPU, LOGIX, PLC CONTROL
V01 DAMPER, DOUBLE LOUVER, BYPASS
V01 DAMPER, FAN INLET, ID FAN
V01 DAMPER, FAN OUTLET, ID FAN
V01 DAMPER, GUILLOTINE INLET
V01 DAMPER, GUILLOTINE OUTLET
V01 DESUPERHEATER, STEAM CONDITIONING
V01 DRIVEN COUPLING REXNORD, ID FAN AND MOTOR
V01 DUCT, BREECHING BYPASS
V01 DUCT, BREECHING INLET
V01 DUCT, BREECHING OUTLET
V01 DUCT, ECONOMIZER OUTLET
V01 DUCT, INLET INTERIOR, EL.BOW CAP
V01 DUCT, REACTOR, PRIMARY AIR
V01 ELEMENT, COLD END, AIRHEATER, PRIMARY
V01 ELEMENT, COLD END, AIRHEATER, SECONDARY
V01 ELEMENT, HOT END, AIRHEATER, PRIMARY
V01 ELEMENT, HOT END, AIRHEATER, SECONDARY
V01 ETHERNET ADAPTER, PLC CONTROL
V01 ETHERNET BRIDGE, SINGLE PORT, PLC CONTROL
V01 ETHERNET HUB, DIN-RAIL MOUNTING, PLC CONTROL
V01 ETHERNET INTERFACE, MICRO LOGIX, PLC CONTROL
V01 EXPANSION JOINT, AIR HEATER INLET
V01 EXPANSION JOINT, BYPASS
V01 EXPANSION JOINT, ECONOMIZER INLET
V01 EXPANSION JOINT, ECONOMIZER OUTLET
V01 EXPANSION JOINT, METALLIC, DILUTION / SEAL AIR
V01 EXPANSION JOINT, NON-METALLIC, DILUTION / SEAL AIR
V01 EXPANSION JOINT, OUTLET
V01 EXPANSION JOINT, P.A. DUCT
V01 FAN ASSEMBLY, DILUTION / SEAL AIR
V01 FLOW ELEMENT, HEADER, STEAM CONDITIONING
V01 FLUE GAS DUCT, BREECHING, AIR HEATER
V01 FOUNDATIONS, AMMONIA AREA
V01 FOUNDATIONS, ID FAN
V01 FOUNDATIONS, SCR / DUCT
V01 HMI - CLIENT / SERVER SOFTWARE
V01 HMI - MONITORS

312: Boiler Plant Equipment (Steam Production)

- V01 HMI - OPERATE IT SERVERS
- V01 HMI - OPERATOR MONITORS
- V01 HMI - PERSONAL COMPUTERS
- V01 HMI - PROJECTION MONITORS
- V01 HOIST / TROLLEY, CATALYST
- V01 I/O PANEL, REMOTE CONTROL, PLC
- V01 IMPELLER, ID FAN AND MOTOR
- V01 INJECTION FLOW, CONTROL SKID
- V01 INJECTION FLOW, TRANSMITTER
- V01 INJECTION HEADER, PRESSURE TRANSMITTER
- V01 INPUT MODULE, 4 CHANNEL ANALOG, MICRO LOGIX, PLC CONTROL
- V01 INPUT MODULE, AC ISOLATION, LOGIX, PLC CONTROL
- V01 INPUT MODULE, ISOLATION, LOGIX, PLC CONTROL
- V01 INPUT MODULE, LOGIX, PLC CONTROL
- V01 INPUT MODULE, VAC, MICRO LOGIX, PLC CONTROL
- V01 INSTRUMENT AIR SYSTEM
- V01 LEAK DETECTOR, NH3
- V01 LEAK DETECTOR, TRUCK UNLOADING, NH3
- V01 LEVEL INDICATOR, NH3 STORAGE
- V01 MANIFOLD, TANK PRESSURE RELIEF, NH3 STORAGE
- V01 MONITOR, PLC CONTROL
- V01 MOTOR, ID FAN AND MOTOR
- V01 NET BRIDGE, SINGLE PORT, PLC CONTROL
- V01 NOX ANALYZER, TLI METAL BLDG.
- V01 OUTPUT MODULE, AC/DC RELAY, MICRO LOGIX, PLC CONTROL
- V01 OUTPUT MODULE, RELAY, LOGIX, PLC CONTROL
- V01 PANEL, TRUCK UNLOADING STATION, PLC CONTROL
- V01 PC, DESKTOP, PLC CONTROL
- V01 PC, DIN RAIL MOUNT INDUSTRIAL, PLC CONTROL
- V01 PIPE, LIQUID, RAILCAR UNLOADING, NH3 STORAGE
- V01 PIPE, VAPOR, RAILCAR UNLOADING, NH3 STORAGE
- V01 PIPING, DILUTION / SEAL AIR
- V01 POTABLE WATER SYSTEM
- V01 POWER SUPPLY, MICRO LOGIX, PLC CONTROL
- V01 PROBE, GAS ANALYZER, INLET, NOX
- V01 PROBE, GAS ANALYZER, OUTLET, NOX
- V01 PROCESSOR UNIT, MICRO LOGIX, PLC CONTROL
- V01 PUMP, MAGNETIC DRIVE, TEMPERATURE
- V01 PUMP, NH3
- V01 PUMP, SKID, NH3
- V01 PUMP, UPSTREAM, FILTER, NH3
- V01 REXA ACTUATOR, FAN INLET DAMPER, ID FAN
- V01 REXA ACTUATOR, FAN OUTLET DAMPER, ID FAN
- V01 ROTOR, ID FAN AND MOTOR
- V01 SCANNER, DEVICE NET, MICRO LOGIX, PLC CONTROL
- V01 SHAFT, ID FAN AND MOTOR
- V01 SKID, TRUCK UNLOADING, NH3
- V01 SLOT CHASSIS, LOGIX 13, PLC CONTROL
- V01 SLOT FILLER MODULE, PLC CONTROL
- V01 SOOTBLOWER PANEL, PLC CONTROL
- V01 SOOTBLOWER, RAKE
- V01 STEAM COIL, PREHEATER, DILUTION / SEAL AIR
- V01 STORAGE TANK, NH3 AMMONIA
- V01 STRUCTURAL STEEL, AMMONIA AREA
- V01 STRUCTURAL STEEL, SCR / DUCT
- V01 TERMINAL BLOCK, REMOVABLE, LOGIX, PLC CONTROL
- V01 TERMINATOR, LEFT END CAP, MICRO LOGIX, PLC CONTROL
- V01 TERMINATOR, RIGHT END CAP, MICRO LOGIX, PLC CONTROL
- V01 TOUCH SCREEN, FLAT PANEL, PLC CONTROL
- V01 TRANSMITTER, AIR HEADER, FLOW
- V01 TRANSMITTER, LEVEL, NH3 STORAGE
- V01 TRANSMITTER, PRESSURE, NH3 STORAGE
- V01 TRANSMITTER, PRESSURE, NH3 STORAGE TANK

314: Turbogenerator Units (Steam Production)

314-A01

EQUIPMENT, STARTING AND TURNING

A01 PANEL, TURBINE START UP
A01 TURNING GEAR, TURBINE

314-A02

EXCITATION SYSTEM

A02 EXCITER
A02 GENERATOR EXCITATION SYSTEM
A02 GENERATOR, VOLTAGE REGULATOR, CONTROL SYSTEM
A02 MOTOR, TURNING GEAR TURBINE EXCHANGER END
A02 VOLTAGE REGULATOR

314-A03

FOUNDATION - TURBOGENERATOR INSTAL

A03 FOUNDATION, CONCRETE, TURBINE MAT & PEDESTAL
A03 FOUNDATION, EXCITER
A03 FOUNDATION, GENERATOR
A03 FOUNDATION, TURBINE

314-A04

GENERATOR - TURBOGENERATOR INSTAL

A04 CONDENSER, VACUUM PUMP
A04 DRYER, HYDROGEN
A04 GENERATOR, HYDROGEN COOLERS
A04 GENERATOR, ROTOR
A04 GENERATOR, ROTOR, WEDGING
A04 GENERATOR, STATOR
A04 GENERATOR, STATOR, WEDGING
A04 RELAY, SYNCHRONIZED, CHECK, GENERATOR
A04 TURBINE SEAL OIL UNIT

314-A05

GOVERNOR CONTROL SYSTEM

A05 CONTROL SYS, AUTOMATIC GENERATION
A05 DCS TURBINE CONTROLS
A05 ELECTRO HYDRAULIC CONTROL, PIPING SYSTEM
A05 PRESSURE PUMP, ELECTRO-HYDRAULIC TURBINE

314-A06

REMOTE CONTROL RHEOSTAT & FIELD SWITCH

A06 COMPUTER
A06 COMPUTER, DATA LOGGER
A06 GENERATOR LOAD FREQUENCY CONTROL UNIT
A06 GENERATOR, CURRENT TRANSFORMERS
A06 SOFTWARE

314-A08

TURBINE - TURBOGENERATOR INSTAL

A08 COMPUTER, TURBINE MONITOR
A08 ENCLOSURE, TURBINE
A08 ENCLOSURE, TURBINE, HP
A08 ENCLOSURE, TURBINE, LP
A08 POWER SUPPLY, TURBINE SYSTEM
A08 SOFTWARE
A08 TURBINE
A08 TURBINE, BEARINGS
A08 TURBINE, BLADE RING
A08 TURBINE, BLADE ROW
A08 TURBINE, BUCKET
A08 TURBINE, CONTROL STAGE BLADES
A08 TURBINE, DIAPHRAGM
A08 TURBINE, ROTOR
A08 TURBINE, SEAL SET
A08 TURBINE, SHELL
A08 TURBINE, TRIP SYSTEM

314: Turbogenerator Units (Steam Production)

314-A09

TURBINE STANDS AND TOOLS

A09 CYLINDERS, WALKING BEAMS
A09 RACKS, REHEAT DIAPHRAGM
A09 SLINGS, TURBINE OUTAGES
A09 STAND, TURBINE

314-B01

AIR EJECTOR APPARATUS FOR ONE CONDENSER

B01 CIRCULATING WATER ELECTRICAL SYSTEM, MAIN CONDENSER
B01 EJECTOR, STARTING
B01 EXHAUSTER, AIR

314-B02

CONDENSER SHELL

B02 CONDENSER
B02 CONDENSER SHELL

314-B03

CONDENSER TUBES AND SHEETS

B03 GLAND AIR EXHAUSTER BLOWER
B03 CONDENSER TUBE SHEETS
B03 CONDENSER TUBES
B03 CONDENSER, TURBINE
B03 CONDENSER, TURBINE GLAND AIR EXHAUSTER
B03 CONDENSER, TURBINE GLAND STEAM
B03 CONDENSER, TURBINE, HOT WELL
B03 SOFTWARE, PROGRAM CONTROL

314-B04

CONDENSER TUBE PROTECTIVE SYSTEM

B04 ANALYZER, SILICA
B04 CATHODIC PROTECTION SYSTEM
B04 CHLORINATOR
B04 CHLORINE PIPING
B04 CONTROL, PH, ACID INJECTION SYSTEM, COOLING TOWER
B04 HOIST, ELECTRIC CHLORINE
B04 PIPING SYSTEM, CHLORINE
B04 FLOWMETER
B04 VACUUM, REGULATOR, CHLORINE

314-B05

CONDENSER TUBE CLEANING SYSTEM

B05 TUBE CLEANING MACHINE, AIR POWERED
B05 TUBE CLEANING MACHINE, CRIMPING TOOL

314-B06

COOLING TOWER

B06 CIRCULATING WATER ELECTRICAL SYSTEM
B06 CIRCULATING WATER, PIPING SYSTEM
B06 CONTROL SYSTEM, BLOWDOWN, COOLING TOWER
B06 COOLING TOWER
B06 COOLING TOWER STRUCTURAL STEEL FOUNDATIONS
B06 COOLING TOWER, CONCRETE PLACEMENT, FOUNDATION
B06 COOLING TOWER, CONTROLS
B06 COOLING TOWER, DECK
B06 COOLING TOWER, DELUGE SYSTEM PIPING
B06 COOLING TOWER, ELECTRICAL BUILDING
B06 COOLING WATER, PIPING SYSTEM
B06 FAN, COOLING TOWER
B06 FIRE PROTECTION, COOLING TOWER
B06 FLOWMETER, COOLING TOWER MAKEUP
B06 FLOWMETER, COOLING TOWER BLOWDOWN
B06 FLOWMETER, RIVER WATER CIRCULATION
B06 GAUGE ASSEMBLY FOR COOLING TOWER CHEM TRTMT
B06 GEAR REDUCER, COOLING TOWER FAN

314: Turbogenerator Units (Steam Production)

- B06 HEAT EXCHANGER, CLOSED COOLING WATER
- B06 REGULATOR, CHLORINATION
- B06 VALVE, MAKE-UP CROSSTIE, COOLING WATER TOWER
- B06 VALVE, MAKE-UP PUMP SUCTION

314-B07

FAN - COOLING WATER SYSTEM

314-B08

INTAKE SCREEN AND MECHANISM

- B08 ALARM, SCREEN WASH DIFFERENTIAL W/INDICATORS
- B08 BAR SCREEN, INTAKE
- B08 COMPRESSOR, INTAKE STRUCTURE AIR
- B08 CONTROL SYSTEM
- B08 CONTROLLER, ADJUST FREQUENCYA/C
- B08 GATES, SLUICE, INTAKE STRUCTURE
- B08 HYDRAULIC UNIT FOR TRAVERSING TRASH RAKE
- B08 INTAKE TRASH BOOM
- B08 LUBRICATOR, MOBILE HIGH PRESSURE
- B08 MOTOR, TRAVELING WATER SCREENS
- B08 PIPING, INTAKE, WATER
- B08 REDUCER, TRAVELING WATER SCREENS
- B08 RIVER INTAKE STRUCTURE-FIXTURES, CONDUIT, WIRING
- B08 RIVER WATER INTAKE BUILDING ENCLOSURE, WALLS, DOORS
- B08 RIVER WATER INTAKE STRUCTURE-CONCRETE
- B08 RIVER WATER INTAKE STRUCTURE-EXCAVATION
- B08 RIVER WATER INTAKE STRUCTURE-PILINGS
- B08 RIVER WATER INTAKE STRUCTURE-RIP RAP
- B08 RIVER WATER INTAKE STRUCTURE-STEEL
- B08 SODIUM BROMIDE INJECTION SYS, RIVER CLARIFIER
- B08 SUPERVISORY CONTROL, REMOTE, INTAKE
- B08 TRAVELING WATER SCREENS
- B08 WASH SCREEN CHAIN BELT

314-B09

PUMPS - COOLING WATER SYSTEM

- B09 CIRCULATING WATER PUMP
- B09 CIRCULATING WATER PUMP, MOTOR
- B09 CONDENSATE PUMP PIT
- B09 ELECTRIC WATER TREATMENT, MAGNET
- B09 FOUNDATION, CONCRETE, CIRCULATING WATER SYS
- B09 MOTOR, PUMP
- B09 PUMP, GENERAL

314-B10

SPRAYING SYSTEM

- B10 FIRE PROTECTION

314-B11

TANKS - COOLING WATER SYSTEM

- B11 COOLING TOWER TANK
- B11 HOPPER
- B11 TANK
- B11 TANK, CLOSED COOLING WATER CHEMICAL
- B11 TANK, CONDENSATE RETURN
- B11 TANK, COOLING WATER SURGE
- B11 TANK, ELECTRIC HOT WATER
- B11 TANK, MIX & STORAGE
- B11 TANK, RIVER WATER SERVICE BLDG DRAIN

314-B12

VALVE, ATMOSPHERIC RELIEF

- B12 VALVE, COIL, AUTO TEMP CONTROL, WATER SAMPLER
- B12 VALVE, DECK, W/OPERATORS, CONDENSERS
- B12 VALVE, SEAL OIL REGULATING

314: Turbogenerator Units (Steam Production)

314-D01

ACCUMULATOR - CENTRAL LUBRICATING SYSTEM

D01 ACCUMULATOR
D01 FLUID SUPPLY SYSTEM, TURBINE
D01 PIPING SYSTEM, TURBINE
D01 TURBINE, HP & LP FEEDWATER GENERATOR COUPLINGS

314-D02

COOLER - CENTRAL LUBRICATING SYSTEM

D02 COMPRESSOR, AIR AC
D02 COOLERS, OIL
D02 HEATER, LUBE OIL
D02 LUBE OIL COOLER TUBESET
D02 OIL COOLER ASSEMBLY, TURBINE
D02 OIL VAPOR EXTRACTOR, TURBINE

314-D03

PUMPS - CENTRAL LUBRICATING SYSTEM

D03 PUMP, BEARING LIFT, TURBINE
D03 PUMP, BEARING OIL, TURBINE
D03 PUMP, GEAR LUBE TRANSFER
D03 PUMP, LUBE OIL FILTER
D03 PUMP, LUBE OIL TRANSFER
D03 PUMP, TURBINE, SEAL OIL BACKUP

314-D04

PURIFIER OR FILTER - CENTRAL LUBRICATING SYSTEM

D04 CONDITIONER, LUBE OIL
D04 FILTRATION SYSTEM, LUBE OIL, TURBINE
D04 INDICATOR, LUBE OIL SIGHT FLOW
D04 LUBE OIL & PURIFICATION, PIPING SYSTEM
D04 TURBINE LUBE OIL PURIFICATION-CONTROLS

314-D05

TANKS - CENTRAL LUBRICATING SYSTEM

D05 DEMISTER, OIL VAPOR
D05 RESERVOIR, TURBINE OIL
D05 TANK, AUX LUBE OIL TRANSFER SYSTEM
D05 TANK, CLEAN LUBE OIL
D05 TANK, DIRTY LUBE OIL
D05 WELL, THERMAL, W/HEATING ELEMENTS

314-E01

PANELS - INSTRUMENTS AND METERS

E01 BOARD, TURBINE INSTRUMENT
E01 CONSOLE, ELECTRO HYDRAULIC CONTROL
E01 CONTROL BOARDS, CABINETS, RACKS
E01 PANEL, TURBINE SUPERVISORY INSTRUMENT
E01 PANEL, TURBINE CONTROL POWER DISTRIBUTION

314-E02

RECORDING AND INDICATING DEVICES

E02 ALARM SYSTEM, CHLORINE
E02 ANALYZER, GAS, THERMAL CONDUCTIVITY
E02 ANALYZER, HYDROGEN
E02 ANALYZER, MOISTURE, HYDROGEN GAS GENERATOR
E02 ANALYZER, TURBINE VIBRATION
E02 ANNUNCIATOR
E02 CONTROL BOARD, W/ANNUNCIATOR
E02 CONTROL SYSTEM
E02 DETECTOR, CURRENT / CONTROLLER
E02 DETECTOR, LEAK
E02 FREQUENCY DIGITAL DISPLAY & INTERFACE
E02 INDICATOR, HYDROGEN PURITY
E02 FLOW METER
E02 MONITOR, DISPLAY

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

314: Turbogenerator Units (Steam Production)

E02 MONITOR, GENERATOR CONDITION
E02 MONITOR, TURBINE HYDRO DEW PT
E02 MONITORING SYSTEM, VIBRATION
E02 PROBE, TEMP, BEARING
E02 RECORDER, CHART
E02 RECORDER, MICRO W/ALARM, CONDENSATE FLOW
E02 RECORDER, TEMPERATURE, GENERATOR
E02 RECORDER, VIDEO GRAPHIC
E02 SAMPLE CELL
E02 SCALE, ELECTRIC
E02 SIMULATOR, TURBINE CONTROLS
E02 SUPERVISORY, TURBINE
E02 TACHOMETER, (OVERSPEED TURBINE CHECKS)
E02 TERMINAL, TURBINE CONTROL
E02 TRANSDUCER, FREQ DEVIATION
E02 TRANSMITTER, CONDUCTIVITY & SENSOR
E02 TRANSMITTER, PRESSURE
E02 TYPEWRITER, TURBINE CONTROLS

314-F02

PIPING BETWEEN ONE OR MORE UNITS & A HEADER

F02 AIR VACUUM PIPE LINE SYSTEM
F02 BLEED STEAM PIPING SYSTEM
F02 CHLORINE PIPING SYSTEM
F02 CIRCULATING WATER EFFLUENT LINE
F02 CIRCULATING WATER INFLUENT LINE
F02 CIRCULATING WATER PIPING SYS.-INSTRUMENT CONTROLS
F02 CIRCULATING WATER PIPING SYSTEM
F02 CONDENSATE, AUXILIARY, PIPING SYSTEM
F02 CONDENSATE, PIPING SYSTEM
F02 COOLING WATER PIPING SYS.-INSTRUMENT CONTROLS
F02 COOLING WATER PIPING, CLOSED AND DIRECT
F02 DRAIN LINE, BEARING
F02 HYDROGEN PIPING SYSTEM
F02 HYDROGEN SEAL OIL/FIRE PROTECTION, PIPING SYSTEM
F02 LUBE OIL PIPING SYSTEM
F02 PIPING SYSTEM, TURBINE PLANT
F02 POTABLE WATER PIPING SYSTEM
F02 RIVER WATER PIPING SYS.-INSTRUMENT CONTROLS
F02 RIVER WATER PIPING SYSTEM
F02 RIVER WATER, TURBINE, PIPING SYSTEM
F02 SEAL OIL PIPING SYSTEM
F02 STEAM, GLAND, PIPING SYSTEM
F02 TURBINE MAIN STEAM PIPING LEADS-STEAM TEMP CONTROL
F02 VENT AND DRAIN PIPING SYSTEM, TURBINE

314-F03

PIPING BETWEEN TWO OR MORE UNITS

F03 AIR EXTRACTION PIPING SYSTEM
F03 BLEED SYSTEM PIPING SYSTEM
F03 CARBON DIOXIDE PIPING SYSTEM
F03 CHLORINE PIPING SYSTEM
F03 CIRCULATING WATER PIPING SYSTEM
F03 CONDENSATE SYSTEM W/VALVES, PIPING SYSTEM
F03 CONDENSATE, AUXILIARY, PIPING SYSTEM
F03 HYDROGEN SEAL OIL PIPING, PIPING SYSTEM
F03 HYDROGEN SYSTEM PIPING SYSTEM
F03 PIPING SYSTEM, CONDENSER SUMP PUMPS

314-F04

STEAM SEPARATOR OR PURIFIER

F04 TANK, VACUUM SYSTEM SEPARATOR

314-F07

VALVES - OVER 2" AND COSTING \$1000 EACH

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

314: Turbogenerator Units (Steam Production)

F07 CONDENSOR, VALVE, ACCUATOR
F07 VALVE
F07 VALVE, AIR EXTRACTION PIPING SYSTEM
F07 VALVE, AUXILIARY CIRCULATING WATER
F07 VALVE, BY-PASS
F07 VALVE, CHECK
F07 VALVE, CHEST, STEAM TURBINE
F07 VALVE, CIRCULATING WATER
F07 VALVE, CLARIFIER INLET
F07 VALVE, COMBINED REHEAT
F07 VALVE, CONTROL
F07 VALVE, CONTROL, HYDROGEN SEAL OIL COOLER
F07 VALVE, COOLING TOWER MAKEUP, BUTTERFLY VALVE
F07 VALVE, DISC, STEAM
F07 VALVE, DUPLEX
F07 VALVE, GLAND SYSTEM BYPASS
F07 VALVE, GLAND SYSTEM SHUTOFF
F07 VALVE, ISOLATION, RECIRCULATING LINE INTAKE
F07 VALVE, MAKE-UP CLARIFIER
F07 VALVE, PARTITION, W/OPERATOR
F07 VALVE, PILOT
F07 VALVE, REHEAT STOP
F07 VALVE, SEQ, TURBINE
F07 VALVE, SHUTOFF, GLAND SYS
F07 VALVE, STEAM
F07 VALVE, THROTTLE
F07 VALVE, TURBOGENERATOR
F07 VALVE, UNLOADER, TURBINE
F07 VALVE, VACUUM BREAKER
F07 VALVE, WATER REGULATOR

314-G01

CRANE FOR TURBOGENERATOR UNIT

G01 CRANE, CIRCULATING WATER PUMP
G01 CRANE, INTAKE, GANTRY
G01 CRANE, TURBINE

314-G02

HOIST

G02 BRAKE, AUXILIARY HOIST
G02 BRAKE, BRIDGE DRIVE
G02 BRAKE, MAIN HOIST
G02 BRAKE, TROLLEY DRIVE
G02 BRIDGE DRIVE, REDUCER/MOTOR
G02 GEAR BOX, AUXILIARY HOIST
G02 GEAR BOX, MAIN HOIST W/REULAND MOTOR
G02 HOIST, CHLORINE DRUM
G02 HOIST, RIVER WATER CHLORIN INTAKE
G02 MOTOR, AUXILIARY HOIST
G02 MOTOR, AUXILIARY HOIST INCHING
G02 MOTOR, BRIDGE DRIVE
G02 MOTOR, HOIST
G02 MOTOR, HOIST INCHING
G02 MOTOR, TROLLEY DRIVE
G02 REDUCER, AUXILIARY
G02 TROLLEY DRIVE REDUCER, WMTR

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

315: Accessory Electric Equipment (Steam Production)

018 PANEL
018 PANEL, CONTROL
018 PANEL, TRANSDUCER
018 SWITCHBOARD, CONTROL

315-019

REACTOR OR RESISTOR

019 RESISTOR

315-022

STORAGE BATTERY, STATION CONTROL

022 BATTERIES, STATION SERVICE
022 BATTERY, CONTROL
022 CABINET, BATTERY CONTROL
022 INVERTER
022 PANEL, POWER
022 POWER CENTER
022 RACK, BATTERY

315-023

DISCONNECTING SWITCHES

023 BREAKER, MAIN AUX TRANSFER
023 CIRCUIT BREAKER
023 CIRCUIT BREAKER, AIR
023 CIRCUIT BREAKER, POWER
023 STARTER, MOTOR
023 STARTER, SWITCH
023 STATION BUS, ISOLATED PHASE BUS DUCT
023 SWITCH, DISCONNECT
023 SWITCH, HIGH SPEED TRANSFER
023 SWITCH, INDOOR
023 SWITCH, OUTDOOR
023 SWITCHES, FIRE ALARM TEMPERATURE
023 SWITCHGEAR

315-024

TESTING EQUIPMENT

024 GAUGE, DEAD WEIGHT
024 MEGGER, BIDDLE
024 METER, KWH
024 MOTOR & PHASE ROTATION TESTER
024 OHMMETER
024 OSCILLOSCOPE
024 SEMICONDUCTOR CURVE TRACER
024 TESTER, HYPOTS, PORTABLE
024 TESTING EQUIPMENT

315-025

TRANSFORMER, NOT ACCESSORY TO A PANEL

025 CCVT
025 METER
025 METER, START-UP WATTHOUR
025 PANEL, RELAY, AUX TRANSFORMER
025 RELAY
025 RELAY, PROTECTIVE
025 SPRINKLER SYSTEM, FIRE WALLS, TRANSFORMERS
025 SUBSTATION, UNIT
025 TRANSFORMER
025 TRANSFORMER, DRY OUTDOOR
025 TRANSFORMER, ELECTRIC MOTORS
025 TRANSFORMER, OIL
025 TRANSFORMER, PAD MOUNTED
025 TRANSFORMER, SPARE POWER
025 TRANSFORMER, START-UP
025 TRANSFORMER, STATION AUXILIARY

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

315: Accessory Electric Equipment (Steam Production)

315-026

TRUCK SWITCH, WITH WIRING

026 SWITCH, AUTO TRANSFER

315-027

WIRING POWER, BUS, WIRES, CABLES

027 6.9 KV FEED
027 BREAKER, SWITCHGEAR
027 BUS DUCT
027 BUS WIRING POWER SYSTEM
027 BUS, UNIT SUBSTATION
027 CABLE
027 CABLE TRAYS
027 CABLE, CONTROL
027 CABLE, INSTRUMENT
027 CABLE, POWER
027 CABLE, UNDERGROUND,W/TRENCH
027 CONDUIT
027 CONDUIT, CONTROL AND FITTINGS
027 CONDUIT, POWER AND FITTINGS
027 COMPUTER, NETWORK POWER SYSTEM
027 DUCT BANKS
027 DUCT, ISOLATED PHASE BUS
027 DUCT,PHASE BUS,NON SEGREGATED
027 EMERGENCY, AC POWER SYSTEM MODIFICATION
027 GENERATOR, ISOLATED BUS
027 GROUNDING SYSTEM
027 JM RELAY
027 MANHOLES
027 PANEL, DISTRIBUTION
027 SWITCH, GEAR
027 SWITCH, GEAR-BUS

341: Structures and Improvements (Combustion Turbine)

341-002

STRUCTURE

002 OIL RETENTION & WATER DRAINAGE SYSTEM

341-004

HVAC-AIR CONDITIONING SYSTEM

004 HVAC, BATTERY ROOM

341-030

FENCE

030 FENCE

030 FENCE, GROUNDING

341-035

ROAD

035 ROAD PAVING

341-039

WALKS

039 SIDE WALK

341-041

YARD DRAINAGE SYSTEM

041 YARD DRAINAGE SYSTEM

341-042

YARD LIGHTING SYSTEM

042 LIGHT, SECURITY

341-043

FUEL OIL DIKE

043 DIKE, FUEL OIL

341-044

STAIRS & WALKWAYS

044 STAIRS, FUEL OIL DIKE

044 WALKWAYS

341-045

ROCK SURFACE

045 DIKE, FUEL OIL CRUSHED ROCK

045 FUEL OIL UNLOADING PUMP CRUSHED ROCK

045 HOLDING POND CRUSHED ROCK

045 RAILROAD CAR AREA, CRUSHED ROCK

045 ROCK, CRUSHED, GAS TURBINE AREA

045 TRUCK UNLOADING AREA CRUSHED ROCK

341-046

GUARD POSTS

046 GUARD POSTS

341-047

HOLDING PONDS

047 HOLDING POND

341-048

PAVEMENT

048 PAVEMENT AROUND TURBINE

341-049

SIDING

049 EXTERIOR SIDING

341-050

GRADING, LANDSCAPE, SEEDING, ETC.

050 SEEDING & STERILENT

050 SITE GRADING

342: Fuel holders, producers, and accessories (Combustion Turbine)

342-A02

FOUNDATIONS, MAIN STORAGE TANK, SUPPORTS

A02 FOUNDATION, FUEL OIL TANK

342-A03

HVAC-HEATER, NOT A PART OF TANK

A03 HEATER, FUEL FORWARDING UNIT

342-A04

METER, FUEL OIL

A04 METER, FUEL FORWARDING UNIT

A04 METER, FUEL OIL FLOW

342-A05

PIPING SYSTEM, FUEL OIL, INCLUDING STRAINERS

A05 FLOW DIVIDER, FUEL FORWARDING UNIT

A05 FUEL OIL PIPING SYSTEM

342-A06

PUMP

A06 PUMP, FUEL FORWARDING UNIT

A06 PUMP, FUEL OIL TANK

A06 PUMP, FUEL OIL, UNLOADING

A06 TANK, CONTAINMENT BASIN

A06 TANK, FUEL OIL

342-A07

PURIFIER (FILTERS, CENTRIFUGES, ETC.)

A07 FILTER, FUEL

A07 FILTER, FUEL, LOW PRESSURE

342-A08

TANK, MAIN STORAGE, INCLUDING FIRE PROTECTION

A08 LUBE OIL STORAGE SYSTEM

A08 TANK, FUEL OIL

342-A09

FUEL OIL UNLOADING SYSTEM

A09 FUEL OIL UNLOADING STATION

342-F01

REID CT NATURAL GAS CONVERSION

F01 CABLE

F01 CABLE, FIBER OPTIC

F01 FILTER, COALESCING

F01 FLOW REGULATOR

F01 HEAT TRACE

F01 LOCAL INSTRUMENTATION

F01 ODORIZER WITH CONTROLS

F01 PIPE, STEEL, UNDERGROUND

F01 PRESSURE TRANSMITTER

F01 PVC CONDUIT

F01 REMOTE COMMUNICATIONS

F01 STEAM GAS HEATER

F01 TRANSFORMER

F01 TUBING, STAINLESS

F01 VALVE, MANUAL STOP

F01 VALVE, PRESSURE RELIEF

343: Prime Movers (Combustion Turbine)

343-A02

ENGINE

A02 COMBUSTION CHAMBER
A02 ENGINE

343-A03

FOUNDATIONS

A03 ENCLOSURE, ACCESSORY COMPARTMENT AND BASE
A03 ENGINE COMPARTMENT FIRE PROTECTION
A03 ENGINE FOUNDATION
A03 ENGINE SKID AND ENCLOSURE
A03 FAN, ACCESSORY COMPARTMENT VENT
A03 FIRE PROTECTION, ACCESSORY-COMPARTMENT
A03 SPACE HEATER,ACCESSORY COMPARTMENT
A03 SPACE HEATER,ENGINE COMPARTMENT

343-A05

GOVERNOR & CONTROL SYSTEM

A05 ENCLOSURE, CONTROL CAB
A05 GOVERNOR/CONTROL SYSTEM
A05 HVAC, A/C, CONTROL CAB
A05 SPACE HEATER,CONTROL CAB

343-A07

SIGNAL & ALARM SYSTEM

A07 SIGNAL AND ALARM SYSTEM

343-B01

COOLER

B01 COOLER, LUBRICANT

343-B02

PIPING SYSTEM, OIL

B02 LUBRICANT PIPING SYSTEM

343-B03

PUMP

B03 PUMP, AUXILIARY
B03 PUMP, EMERGENCY
B03 PUMP, MAIN SHAFT DRIVEN

343-B04

PURIFIER OR FILTER

B04 ELIMINATOR, MIST
B04 FILTER, LUBE OIL PURIFIER

343-B05

TANK

B05 TANK, LUBE OIL

343-C01

COOLING TOWER

C01 COOLING TOWER FOUNDATION
C01 COOLING TOWER FREEZE PROTECTION AND SILENCING
C01 FAN, COOLING TOWER, WATER COOLING
C01 TANK, COOLING TOWER SURGE

343-C04

HEAT EXCHANGER

C04 HEAT EXCHANGER,COOLING TOWER

343-C07

PUMP

C07 PUMP, COOLING WATER

343-D01

COMPRESSOR

D01 COMPRESSOR, STARTING SYSTEM

343-D04

343: Prime Movers (Combustion Turbine)

MOTOR TURNING GEAR & MECHANICS

D04 CLUTCH
D04 CONVERTER, TORQUE
D04 GEAR, MOTOR STARTING TURNING
D04 INPUT GEAR
D04 MOTOR, CRANKING
D04 OUTPUT GEAR
D04 TURNING GEAR AND COUPLING

343-E01

AIR DUCT SYSTEM

E01 DUCT, EXHAUST
E01 DUCTING, AIR INLET

343-E02

AIR FILTER OR SCREEN

E02 AIR COMPRESSOR, ATOMIZING
E02 AIR INLET SILENCING
E02 AIR SEPARATOR, ATOMIZING
E02 SCREEN, AIR INLET, FILTER

343-E03

PIPING SYSTEM, EXHAUST

E03 DUCTING, EXHAUST
E03 EXHAUST DUCT SILENCING

343-E04

STACK

E04 STACK, EXHAUST
E04 STACK, INTAKE AIR SUPPLY

343-F01

REID CT NATURAL GAS CONVERSION

F01 DUAL FIRE BURNERS
F01 ELECTRIAL WIRING
F01 GAS FLOW ELEMENT
F01 GAS HOSES, FLEXIBLE
F01 GAS RING HEADER
F01 HEATER, EXPLOSION PROOF
F01 PIPE, STAINLESS STEEL
F01 PLC MODS AND PROGRAMING
F01 PURGE RING HEADER
F01 TRANSMITTERS
F01 TUBING, STAINLESS
F01 VALVE, GAS REGULATOR, MAIN
F01 VALVE, GAS STOP, MAIN
F01 VALVE, PURGE AIR

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

344: Generators (Combustion Turbine)

344-001

EXCITER, DIRECT-CONNECTED OR BELT-DRIVEN

001 EXCITER ENCLOSURE
001 HEATER, SPACE, EXCITER

344-002

GENERATOR

002 GENERATOR
002 GENERATOR COOLING MEDIUM EQUIPMENT
002 GENERATOR SKID ENCLOSURE
002 SPACE HEATER

344-005

RHEOSTAT, GENERATOR FIELD

005 EXCITER RHEOSTAT

345: Accessory Electric Equipment (Combustion Turbine)

345-003

BATTERY CHARGING SET

003 BATTERY CHARGING SET

345-006

CONTROL INSTALLATION, SYSTEM OPERATORS

006 PANEL, REMOTE MASTER CONTROL

345-011

FREQUENCY CHANGER

011 FREQUENCY CHANGER

345-012

FREQUENCY CONTROL SYSTEM

012 FREQUENCY CONTROL SYSTEM

345-013

FUSE EQUIPMENT, SET OF HIGH TENSION

013 TOOL, TERM-POINT REEL

345-014

GENERATOR VOLTAGE REGULATOR SYSTEM

014 CAPACITORS, SURGE

014 GENERATOR LEADS, CIRCUIT

014 REGULATOR, VOLTAGE

345-015

INDUCTION REGULATOR

015 REGULATOR, INDUCTION

345-016

LIGHTNING ARRESTOR

016 ARRESTOR, LIGHTNING

345-018

PANELS DEVOTED TO A SINGLE PURPOSE

018 MOTOR CONTROL COMPARTMENT

018 MOTOR CONTROL COMPARTMENT AIR CONDITIONING

018 MOTOR CONTROL COMPARTMENT FIRE PROTECTION

018 MOTOR CONTROL COMPARTMENT SPACE HEATER

345-019

REACTOR OR RESISTOR

019 REACTOR RESISTER

019 REACTOR, LINEAR

345-020

RECTIFIER

020 RECTIFIER ASSEMBLY

020 RECTIFIER

345-022

STORAGE BATTERY, STATION CONTROL

022 BATTERY ENCLOSURE

022 BATTERY, STORAGE

022 HEATER, BATTERY COMPARTMENT

345-023

DISCONNECTING SWITCHES

023 SWITCHES, SET

345-025

TRANSFORMER, NOT ACCESSORY TO A PANEL

025 TRANSFORMER, AUXILLIARY

025 TRANSFORMER, CRANKING MOTOR

025 TRANSFORMER, CURRENT, BANK

025 TRANSFORMER, GROUND

025 TRANSFORMER, POTENTIAL

025 TRANSFORMER, POWER, POTENTIAL

025 TRANSFORMER, SATURABLE, CURRENT

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

345: Accessory Electric Equipment (Combustion Turbine)

345-027

WIRING POWER, BUS, WIRES, CABLES

027	BUS COMPARTMENT
027	BUS SYSTEM
027	CABLE
027	POWER WIRING
027	SWITCHGEAR COMPARTMENT SPACE HEATER
027	SWITCHGEAR ENCLOSURE

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

353: Station Equipment (Transmission Station)

353-035

035	TRANSFORMER, STEP-UP
035	DELUGE SPRINKLER SYSTEM, TRANSFORMER

RECEIVED

AUG 03 2009

**PUBLIC SERVICE
COMMISSION**

**U.S. DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE**

RUS BORROWER DESIGNATION Kentucky 62 Big Rivers

THE WITHIN Coordination Agreement dated as of July 1, 2009 by and between

Big Rivers Electric Corporation and Century Aluminum of Kentucky

General Partnership.

**SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.**



FOR THE ADMINISTRATOR

DATED

JUL 16 2009

COORDINATION AGREEMENT

Dated as of July 1, 2009

by and between

BIG RIVERS ELECTRIC CORPORATION

and

CENTURY ALUMINUM OF KENTUCKY GENERAL PARTNERSHIP

COORDINATION AGREEMENT

This COORDINATION AGREEMENT (“Agreement”) is made and entered into as of July 1, 2009, by and between BIG RIVERS ELECTRIC CORPORATION, a Kentucky rural electric cooperative (“Big Rivers”), and CENTURY ALUMINUM OF KENTUCKY GENERAL PARTNERSHIP, a Kentucky general partnership (“Century”). Big Rivers and Century are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS

A. Kenergy Corp., a Kentucky retail rural electric cooperative, currently supplies and delivers to Century, the owner and operator of an aluminum reduction plant in Hawesville, Kentucky, electric energy and related services pursuant to an Agreement for Electric Service, dated July 15, 1998, between Green River Electric Corporation, Kenergy’s predecessor-in-interest, and Southwire Company, Century’s predecessor in interest (the “Existing Century Agreement”).

B. Kenergy currently purchases certain electric energy and related services for resale to Century from Western Kentucky Energy Corp., an affiliate of E. ON U.S., LLC, formerly known as LG&E Energy Corp. (together with such affiliates and parent, collectively, “LG&E”) under an Agreement for Electric Service, dated as of July 15, 1998 (the “Kenergy/LG&E Contract”).

C. Kenergy also currently purchases additional electric energy and related services for resale to Century, to serve the energy requirements of Century not provided by LG&E, from third-party suppliers, including Big Rivers.

D. The Existing Century Agreement and the Kenergy/LG&E Contract were entered into in connection with the consummation of a series of transactions implementing the First Amended Plan of Reorganization of Big Rivers, as part of which, among other things (i) Big Rivers leased its generating facilities to LG&E and (ii) Big Rivers entered into a power purchase arrangement with LG&E whereby LG&E supplied Big Rivers with electric energy and related services for resale to its Members.

E. Big Rivers and LG&E have agreed to terminate and unwind existing transactions among them relating to the lease by Big Rivers of its interest in its generating facilities to LG&E and the sale by LG&E of electric energy and related services to Big Rivers.

F. In connection with and as a condition to such termination and unwind transactions, Big Rivers has agreed to supply electric energy and related services to Kenergy for resale to Century pursuant to a wholesale power sales agreement, dated as of the date hereof (the “Century Wholesale Agreement”).

G. Kenergy has agreed to supply a similar amount of electric energy and related services to Century pursuant to a retail electric service agreement, dated as of the date hereof (the “Century Retail Agreement”).

H. Big Rivers, Kenergy and Century have further agreed that Century will make payments due under the Century Retail Agreement to a depository bank under a certain Security and Lockbox Agreement to be executed among Big Rivers, Kenergy, Century and a depository bank selected by those parties (the “Lockbox Agreement”) or, under arrangements relating to sales of Energy by Third Party Suppliers to Kenergy for resale to Century to the depository under other similar lockbox arrangements among Kenergy, Century and the Third Party Supplier.

I. As a further condition to the execution and delivery of the Century Wholesale Agreement by Big Rivers, and the execution and delivery of the Century Retail Agreement by Century, respectively, the Parties desire to enter into this Agreement to coordinate the performance of their respective obligations under such agreements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual covenants set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Definitions; Rules of Interpretations. Capitalized terms used in this Agreement and not defined herein have the meanings assigned to those terms in the Century Retail Agreement. The rules of interpretation set forth in Section 1.2 of the Century Retail Agreement shall apply to this Agreement as though fully set forth herein.

2. Term and Survival of Obligations. This Agreement shall commence on the date first written above, provided that the obligations of the Parties under Section 3 and Section 5 shall not commence until the Effective Date. This Agreement shall continue in effect until the Century Retail Agreement expires or is terminated in accordance with its terms. Notwithstanding the foregoing, any provision of this Agreement providing for payment from one party to the other for assignment of the right to collect and enforce collection of amounts due, or related to remedies for default, damage claims, or payment of other amounts will survive termination or expiration of this Agreement to the extent necessary for its enforcement and the protection of the Party in whose favor such provision exists.

3. Covenants and Agreements.

3.1 Century Retail Agreement. Century shall (i) fully perform and discharge all of its obligations under the Century Retail Agreement unless excused in accordance with the terms thereof; (ii) not act or rely upon any written or oral waivers granted by Kenergy of Century’s performance under or compliance with provisions of the Century Retail Agreement that could be reasonably expected to materially adversely affect Big Rivers’ rights or interests under the Century Wholesale Agreement without the prior written consent of Big Rivers; (iii) not waive the performance and discharge by Kenergy of its material obligations under the Century Retail Agreement without the prior written consent of Big Rivers; (iv) not amend or modify the Century Retail Agreement without the prior written consent of Big Rivers (the addition, deletion, modification or amendment of supplemental tariffs contemplated by the Century Retail Agreement which has been approved by the KPSC is deemed not to be an amendment or modification of the Century Retail Agreement for the purposes of this Section 3.1); (v) not

terminate or repudiate the Century Retail Agreement (including by rejection or similar termination in a bankruptcy proceeding involving Century) other than in accordance with the provisions thereof without the prior written consent of Big Rivers; (vi) make payments pursuant to the Century Retail Agreement when due and in accordance therewith and the Lockbox Agreement for so long as such agreements exist; (vii) not take any action or support any action by others that in any manner would impede Century's ability to fulfill its obligations to Kenergy or Big Rivers under the Century Retail Agreement or this Agreement or act in any manner that could reasonably be expected to materially adversely affect its ability to perform or discharge its obligations under this Agreement; (viii) provide Big Rivers with a copy of all notices sent to Kenergy pursuant to the Century Retail Agreement; and (ix) not assign or transfer (by operation of law or otherwise) any rights or interests that it may have in the Century Retail Agreement except in accordance with Article 16 thereof; *provided*, that any transfer or assignment pursuant to Article 16 thereof which requires the consent or approval of Kenergy also shall require the consent of Big Rivers.

3.2 Century Wholesale Agreement. Big Rivers shall (i) fully perform and discharge all of its obligations under the Century Wholesale Agreement unless excused in accordance with the terms thereof; (ii) not act or rely upon any written or oral waivers granted by Kenergy of Big Rivers' performance under or compliance with provisions of the Century Wholesale Agreement that could be reasonably expected to materially adversely affect Century's rights or interests under the Century Retail Agreement without the prior written consent of Century; (iii) enforce the performance and discharge by Kenergy of its material obligations under the Century Wholesale Agreement and not waive the performance and discharge by Kenergy of its material obligations thereunder; (iv) not amend or modify the Century Wholesale Agreement without the prior written consent of Century (the addition, deletion, modification or amendment of supplemental tariffs contemplated by the Century Wholesale Agreement which has been approved by the KPSC is deemed not to be an amendment or modification of the Century Wholesale Agreement for the purposes of this Section 3.2); (v) not terminate or repudiate the Century Wholesale Agreement (including by rejection or similar termination in a bankruptcy proceeding involving Big Rivers) other than in accordance with the provisions thereof; (vi) not take any action or support any action by others that in any manner would impede Big Rivers' ability to fulfill its obligations to Kenergy or Century under the Century Wholesale Agreement or this Agreement or act in any manner that could reasonably be expected to materially adversely affect its ability to perform or discharge its obligations under this Agreement; (vii) provide Century with a copy of all notices sent to Kenergy pursuant to the Century Wholesale Agreement; and (viii) not assign or transfer (by operation of law or otherwise) any rights or interests that it may have in the Century Wholesale Agreement except in accordance with Article 16 thereof; *provided*, that any transfer or assignment pursuant to Article 16 thereof which requires the consent or approval of Kenergy also shall require the consent of Century.

3.3 Payments.

(a) Big Rivers shall pay Century upon the Effective Date an amount equal to \$139,423 less \$4,167 for each month after December 31, 2006 (calculated as of the 25th day of each month) (the "Assurances Agreement Payment") in lieu of amounts otherwise payable under Section 3(i) of the Assurances Agreement between Century and LG&E Energy

Marketing Inc., dated as of July 15, 1998. Big Rivers shall make the Assurances Agreement Payment to Century on the Effective Date; *provided*, that Big Rivers may credit all or any portion of the Assurances Agreement Payment against one or more invoices relating to the sale of electric energy or related services to Kenergy for resale to Century prior to the Effective Date.

(b) Big Rivers shall pay Century upon the Effective Date \$3,969,000.

(c) Upon the Effective Date, Big Rivers shall be obligated to pay Century within five (5) days of the Effective Date an amount equal to the difference between (i) the aggregate dollar amount charged by Big Rivers to Kenergy for Block A Energy, Block A-1 Energy, Block B Energy and Block C Energy as defined in the Agreement for Tier 3 Energy dated November 29, 2007 and the First Amendment thereto dated June 6, 2008 between Big Rivers and Kenergy for the benefit of Century (collectively, as extended, the “2008 Tier 3 Agreement”), for the period beginning at 12:01 AM on October 6, 2008 through midnight of the Effective Date (the “Payment Period”) and (ii) the dollar amount calculated by multiplying the aggregate volume of Block A Energy, Block A-1 Energy, Block B Energy and Block C Energy delivered by Big Rivers to Kenergy for resale to Century pursuant to the 2008 Tier 3 Agreement during the Payment Period times the rate of \$43.11 per MWh. For example, if the volume of Block A Energy, Block A-1 Energy, Block B Energy and Block C Energy delivered by Big Rivers during the Payment Period was 220,500 megawatt hours for an aggregate charge of \$11,025,000, the payment would be \$1,519,245 ($\$11,025,000$ less $(220,500 \times \$43.11 = \$9,505,755) = \$1,519,245$).

3.4 Budget.

(a) Big Rivers shall provide to Century for its review and evaluation (i) on or prior to the date 90 days prior to the end of each Fiscal Year, a copy of Big Rivers’ then-current draft proposed annual capital and operating budget (the “Proposed Budget”) for the following Fiscal Year, and (ii) any reasonably requested supporting information with respect to the Proposed Budget or expenditures in excess of the Budget.

(b) If requested by either Century or Alcan, Big Rivers and Century and, if the Alcan Retail Agreement is in effect, Alcan, shall jointly engage an independent expert (the “Independent Engineer”) and shall agree on the scope of review required to evaluate the draft Proposed Budget. Big Rivers shall pay 50% and Century shall pay 50% of the fees and expenses of the Independent Engineer (or Century shall pay 25% if the Alcan Retail Agreement is in effect).

(c) Century shall have the opportunity to present the conclusions and recommendations of the Independent Engineer with respect to the Proposed Budget to the Coordinating Committee and to Big Rivers’ Board of Directors as soon as reasonably practicable following the Independent Engineer’s completion of the Proposed Budget evaluation.

(d) Big Rivers and Century will treat the reports, opinions and other work product of the Independent Engineer as confidential, proprietary business information that will not be publicly disclosed or offered as evidence in any regulatory or legal proceeding by Big Rivers, Kenergy or Century.

(e) On or prior to the last day of each Fiscal Year, Big Rivers shall provide Century copies of the final Budget for the following year. Big Rivers intends to use reasonable commercial efforts to keep its expenses each year within such year's Budget, but makes no representation that keeping its expenses within such year's Budget will be commercially feasible.

(f) Big Rivers shall provide Century notice if:

(i) Big Rivers (A) incurs or plans to incur \$4 million of capital expenditures in any Fiscal Year in excess of the capital expenditures in the Budget for such Fiscal Year, or (B) thereafter incurs or plans to incur an additional \$3 million of capital expenditures in excess of the capital expenditures in the Budget for such Fiscal Year; or

(ii) Big Rivers (A) incurs or plans to incur operating expenses in any Fiscal Year aggregating 2.5% in excess of Big Rivers' total operating expenses in the Budget for such Fiscal Year, or (B) thereafter, incurs or plans to incur an additional 1.25% of such total operating expenses in the Budget, excluding in each case expenses for fuel, environmental compliance or purchased power.

At the request of Century, the Coordinating Committee shall meet to discuss the causes of such capital expenditures or operating expenses in excess of the budgeted amounts and, after meeting with the Coordinating Committee, if further requested, Big Rivers shall permit Century to make one presentation to Big Rivers' Board with respect thereto.

3.5 Plan of Reorganization. The Parties acknowledge and agree that nothing in the Century Retail Agreement, the Century Wholesale Agreement, this Agreement or any document or agreement relating thereto may be construed to amend, affirm, waive or otherwise alter the terms of Schedule 5.4(a) of the Big Rivers' plan of reorganization, as modified June 1, 1998, or any document or agreement relating thereto regarding the obligation of Big Rivers to serve Kenergy for the benefit of Century; *provided*, that Century and Big Rivers disagree, notwithstanding the Unwind Transaction, as to the obligation of Big Rivers, in the absence of a new or amended contract, to serve Kenergy for the benefit of Century when the Existing Century Agreement terminates or when the Century Retail Agreement terminates. The Parties acknowledge that clarity on this issue is desired by both Parties so that necessary and appropriate capital planning and decision-making can be undertaken. The Parties agree to endeavor in good faith to resolve this disagreement prior to 2015.

3.6 Century Credit Support. Century shall (i) if the rating of the unenhanced, unsecured debt obligation of Century Parent with Standard & Poor's is not "A+" or higher (and in addition, if Century Parent has such a rating from Moody's, that rating with Moody's is not "A1" or higher), provide and maintain credit support in the form of a letter of credit from a bank rated "A+" or higher, or other credit support acceptable to Big Rivers and Kenergy, in an amount equal to the amounts estimated by Big Rivers to be due to Big Rivers and Kenergy with respect to Century's obligations under the Century Retail Agreement for a period of two months, and any amount which Big Rivers estimates reasonably could be due with respect to taxes relating to

any sale of Energy pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, Section 10.2 as Undeliverable Energy Sales or Section 10.3 as Potline Reduction Sales, in each case, of the Century Retail Agreement (“Potential Tax Liability”); and (ii) cause Century Parent to guarantee to Big Rivers and Kenegy payment and performance of all obligations of Century under the Century Retail Agreement, including Potential Tax Liability, and all obligations of Century under the other documents entered into by Century and its Affiliates in connection with the New Transaction pursuant to a Guarantee Agreement executed by Century Parent in favor of Big Rivers and Kenegy which shall be satisfactory in form and substance to Big Rivers (the “Century Guarantee”). At the request of Big Rivers, Century will maintain the Century Guarantee until closure of all applicable tax years of Big Rivers. At the request of Century, Big Rivers will provide Century with information as to the amount and calculation of the estimated Potential Tax Liability and reasonably detailed documentation in support thereof.

3.7 Transmission Upgrade. As soon as reasonably practicable, Big Rivers will develop, finance and construct improvements to its transmission facilities to permit Big Rivers to transmit to its border all Base Fixed Energy.

3.8 Proceedings Affecting Rates.

(a) The Parties acknowledge and agree that

(i) Big Rivers shall have the right to seek KPSC approval for changes to the Non-Smelter Member Rates, and FERC approval of changes to the OATT, from time to time, but Big Rivers shall not seek an increase in its base rates to take effect before January 1, 2010, excluding any roll-in to Big Rivers’ base rates of costs that would otherwise be recovered by the Environmental Surcharge or the FAC, and

(ii) Big Rivers will not seek to implement a wholesale rate reduction other than the Rebate to its Members under the procedures available in KRS 278.455 without the consent of Century;

provided that this commitment by Big Rivers will have no effect on the availability to Big Rivers’ Members of the procedures in KRS 278.455 to flow-through any wholesale rate decrease to the Non-Smelter Ratepayers.

(b) Century shall have the right to intervene and participate in any proceeding that may affect rates at the KPSC or FERC or before any other Governmental Authority. Neither Big Rivers nor Century will support or seek, directly or indirectly, from any Governmental Authority, including the KPSC, any challenge to or change in the rate formula set forth in the Century Wholesale Agreement or the Alcan Retail Agreement or other terms and conditions set forth therein, including the relationship of the Large Industrial Rate to amounts payable by Century pursuant to the Century Retail Agreement, except that any Party may initiate or intervene in a proceeding to (i) clarify, interpret or enforce the Century Wholesale Agreement or the Century Retail Agreement, or (ii) challenge the applicable rate for Transmission Services should those services be unbundled for purposes of calculating the Large Industrial Rate. For the avoidance of doubt, Century’s intervention and participation in a regulatory proceeding

involving cost of service issues relating to the rates of the Non-Smelter Ratepayers shall not be considered a challenge to the rate formula.

(c) If *Commonwealth of Kentucky ex rel. Gregory D. Stumbo, Attorney General v. Public Service Comm'n and Union Light, Heat and Power Co.*, Franklin Circuit Court, C.A. No. 06-CI-269, or any Applicable Law relating thereto restricts the amounts recovered under the FAC, Appendix A, or the Environmental Surcharge Rider, then Kenergy, Century, Big Rivers and, if the Alcan Retail Agreement is then in effect, Alcan, shall negotiate in good faith to amend this Agreement (and other agreements entered into in connection herewith) to restore the relative rights and economic benefits thereunder. If such parties are unable to reach an agreement on such amendments, then this Section 3.8 shall not restrict Big Rivers from seeking KPSC approval for an increase to its base rates or an amendment to the FAC, Appendix A, or the Environmental Surcharge Rider.

(d) Nothing in this Agreement shall limit or expand the jurisdiction of the KPSC or the FERC over Big Rivers or the rates, terms and conditions of electric service to Century pursuant to the Century Retail Agreement or otherwise.

(e) Big Rivers will provide Century a copy of any filing with the KPSC or FERC that seeks a change in Big Rivers' tariff or relief authorized by KRS 278.020, KRS 278.030, KRS 278.212, KRS 278.218, KRS 278.300, KRS 278.183 or 807 KAR 5:056.

3.9 Communications; Request for Meetings. Big Rivers will establish with Century procedures for the regular dissemination of information relating to the operational and financial performance of Big Rivers. If Century believes Big Rivers has or may incur unreasonable costs or expenses, Century may request in writing a meeting with Big Rivers' management to discuss such costs or expenses. Such meeting will take place within ten Business Days of the request but shall not be held more frequently than once per fiscal quarter. Nothing in this Section shall obligate Big Rivers to take any action as a result of such meeting.

3.10 Depreciation Rates.

(a) Big Rivers shall not modify its depreciation rates without the approval of or consent or acceptance by the KPSC or, if the KPSC no longer has jurisdiction over Big Rivers, by any other Governmental Authority having jurisdiction over such modification. Big Rivers will provide Century reasonable notice of the implementation of such modification together with reasonably detailed documentation describing such modification and an opportunity to discuss such modification with Big Rivers' management prior to the filing of an application for approval of the modification of such depreciation rates with the KPSC or other Governmental Authority having jurisdiction.

(b) Big Rivers shall not initiate a request to a Governmental Authority or RUS for changes to its depreciation rates that would be projected to cause the weighted average depreciation rates for the period from the Effective Date through December 31, 2016, to exceed the weighted average depreciation rates for the same period set forth in the Model; *unless* (1) Big Rivers determines in good faith, based on discussions with a nationally recognized statistical rating organization and after consultation with Century, that it is necessary to make

such a modification to its depreciation rates in order to maintain an investment grade credit rating, (2) a Governmental Authority with jurisdiction or RUS directs Big Rivers to modify its depreciation rates, or (3) Big Rivers' independent auditors assert that they would not be able to deliver an unqualified audit opinion with respect to Big Rivers' financial statements as a result of Big Rivers' failure to seek or implement a modification of its depreciation rates. For purposes of this clause (b), Big Rivers' weighted average depreciation rates for the period from Effective Date through December 31, 2016, shall be the sum of its total depreciation expense for each year for that same period over the sum of the average gross depreciable plant for each year over that same period, with appropriate adjustments for partial years.

3.11 Audit Rights. Big Rivers will permit Century to audit, upon reasonable notice, at its own expense, at a mutually agreeable time, all information in the possession of Big Rivers relating to its service under the Century Wholesale Agreement to Kenergy for resale to Century, including scheduled deliveries, meter records, billing records, records related to payments to Big Rivers and such other documents related to payment for and determination of the amount of electric energy, Transmission Services and other related services supplied by Big Rivers and delivered to Kenergy for resale and delivery to Century. Big Rivers shall retain all documentation applicable to service to Kenergy under the Century Wholesale Agreement for a period of three years. Nothing in this Section 3.11 shall obligate Big Rivers to provide attorney-client privileged information.

3.12 Bylaw Amendments.

(a) Subject to Section 3.12(b) and (c), Big Rivers agrees not to amend its Bylaws after the adoption of the amendment set forth in Section 13.4 of the Century Wholesale Agreement in a manner that adversely affects the rights of Century to receive patronage capital or other distributions from Big Rivers through Kenergy without the prior consent of Century.

(b) Notwithstanding Section 3.12(a), nothing in this Section 3.12 shall restrict Big Rivers' ability to amend its Bylaws (i) without the consent of Century if Big Rivers gives notice to Century of the proposed Bylaw amendment, together with a copy of such proposed amendment, and Century does not object to the proposed amendment within 60 days after the notice is delivered, (ii) with the consent of Century during the Consent Period (as defined in Section 3.12(c)), or (iii) without the consent of Century following the Consent Period.

(c) The provisions of this Section 3.12 (and the obligations of the parties to notify the other Party of any change in its address pursuant to Section 7.4 hereof) shall survive for 10 years after the end of the Service Period (the "Consent Period") regardless of the termination or expiration of this Agreement.

3.13 Operation of System. Big Rivers shall operate its electric generation and transmission system for the mutual benefit of the Members and patrons consistent with Prudent Utility Practices, and will apply the same standards to operating decisions that may affect the Monthly Charge. Big Rivers will not use the payment obligation of Century under Section 4.7 (TIER Adjustment Charge) of the Century Retail Agreement as the substantive basis for making an operating decision.

3.14 Property Rights.

(a) Big Rivers' nonpatronage net earnings, after offset (if applicable) by any available tax loss carryforward amounts attributable to a deficit in nonpatronage net earnings from prior taxable years, shall, if positive, be retained by Big Rivers as a permanent source of equity and, if negative, shall be carried forward to be applied as an offset against future positive nonpatronage net earnings.

(b) Upon liquidation, the assets of Big Rivers shall be distributed in the following order: (i) all debts and obligations of Big Rivers shall be paid in accordance with lawful priorities, (ii) each Member's or other patron's capital account balance shall be paid without priority on a *pro rata* basis until all such capital accounts (as determined subsequent to adjusting such accounts by allocations of patronage net earnings for the year of liquidation exclusive of any gain arising from the liquidation) have been reduced to zero, and (iii) any remaining assets of Big Rivers shall be paid to the current and former Members or other patrons of Big Rivers based upon the amount of their historic patronage with Big Rivers measured by kilowatt-hours purchased from Big Rivers over the life of Big Rivers. The life of Big Rivers is defined to begin at the date Big Rivers was formed in 1961 and to continue uninterrupted through Big Rivers' bankruptcy reorganization to the date of liquidation.

(c) The provisions of this Section 3.14 shall survive the expiration or earlier termination of this Agreement.

3.15 Big Rivers Capitalization Policy. To the extent consistent with Accounting Principles, Applicable Law and guidance of applicable Governmental Authorities or RUS, Big Rivers shall capitalize expenditures for the replacement of the items related to Big Rivers' generation facilities identified in the list of the retirement units set forth in the Schedule 3.15.

3.16 Purchased Power Regulatory Account. Big Rivers will request KPSC to and, if the KPSC approves, shall (a) establish a regulatory account containing purchased power costs to be recovered by Big Rivers from the Members with respect to sales to their Non-Smelter Ratepayers in an amount equal to the sum of the Non-FAC Purchased Power Adjustment Factor in each month multiplied by the amount of Energy delivered in each month to the Members for such sales; and (b) establish the method of recovery of such amounts from Non-Smelter Ratepayers at each general rate adjustment case.

3.17 Model. It is understood and agreed that (i) all financial and production cost models ("Model") including the Model filed with the KPSC in connection with the application for approval of the Unwind Transaction and the New Transaction have been developed solely by Big Rivers to provide its best estimate of the future operations of Big Rivers after the Unwind Transaction is consummated, and (ii) Century by executing this Agreement and consummating the Unwind Transaction is not indicating its agreement or disagreement with the forecasted work plans, assumptions or specific expenditures embedded in the Model.

4. Coordinating Committee.

4.1 The parties have agreed to the establishment of a committee (“Coordinating Committee”), consisting of representatives of the Members’ chief executive officers, Century, Alcan, and Big Rivers management, organized for the purpose of reviewing, analyzing and discussing information relating to Big Rivers’ operational and financial performance. The Coordinating Committee shall meet at least once each calendar quarter.

4.2 If the Coordinating Committee does not exist or does not function with the subject matter of this Section 4, then Big Rivers shall have the same obligations as to the Smelters, jointly.

4.3 At a minimum of once a year and at such other times as the Parties may agree, the members of the Coordinating Committee will establish a meeting with Big Rivers’ board members. These meetings will be informal and the purpose of such meetings will be to discuss Big Rivers’ operating and financial performances and plans, and issues affecting the electric utility and smelting industry operations.

4.4 The information to be discussed by the Coordinating Committee shall include (i) analysis criteria and procedures for evaluating plans, procedures, expenditures and maintenance programs, (ii) budgets, (iii) operations and capital expenditures, (iv) fuel procurement or supply, (v) comparison of actual performance to the Budget and an explanation of variances to the Budget, (vi) load forecasts and integrated resource plans, (vii) depreciation studies, proposed changes in depreciation rates and associated proposed changes in electric rates, and (viii) other activities, such as the timing and terms of refinancing the RUS debt or whether to join an independent transmission system operator, that may impact Big Rivers’ operational and financial performance. Big Rivers shall provide the Coordinating Committee members any reasonably requested supporting information relating to the items discussed.

4.5 The activities of the Coordinating Committee shall be a standing report item on the agenda of the monthly meeting of the Big Rivers Board of Directors. From time to time, Century’s representatives may make a request to the chairman of the Big Rivers Board of Directors that they be allowed to participate with management in making such report.

5. Cure Rights.

5.1 Notwithstanding any provision contained in the Century Retail Agreement that affords Century the right to terminate the Century Retail Agreement upon any breach or default by Kenergy thereunder, Century shall provide Big Rivers a reasonable opportunity, exercisable in Big Rivers’ sole discretion, to cure any such breach or default by Kenergy prior to exercising such termination rights, which opportunity shall extend, at a minimum, for a period of not less than 10 Business Days after the later of (i) the date of expiration of the applicable period of time (if any) available for a cure by Kenergy under the Century Retail Agreement, and (ii) the date on which notice of the breach or default by Kenergy is delivered by Century to Big Rivers. Century hereby consents to any attempt by Big Rivers to cure any breaches or defaults by Century under the Century Retail Agreement that may hereafter occur, provided, that Big Rivers does not materially interfere with Century’s attempts (if any) to so cure such breaches or defaults.

5.2 Notwithstanding any provision contained in the Century Wholesale Agreement that affords Big Rivers the right to terminate the Century Wholesale Agreement upon any breach or default by Kenergy thereunder, Big Rivers shall provide Century a reasonable opportunity, exercisable in Century's sole discretion, to cure any such breach or default by Kenergy prior to exercising such termination rights, which opportunity shall extend, at a minimum, for a period of not less than ten Business Days after the later of (i) the date of expiration of the applicable period of time (if any) available for a cure by Kenergy under the Century Wholesale Agreement, and (ii) the date on which notice of the breach or default by Kenergy is delivered by Big Rivers to Century. Big Rivers hereby consents to any attempt by Century to cure any breaches or defaults by Big Rivers under the Century Wholesale Agreement that may hereafter occur, provided, that Century does not materially interfere with Big Rivers' attempts (if any) to so cure such breaches or defaults.

6. Representations and Warranties.

6.1 Big Rivers. Big Rivers hereby represents and warrants to Century as follows:

(a) Big Rivers is an electric generation and transmission cooperative corporation duly organized and validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement and the Century Wholesale Agreement, to perform its obligations hereunder and thereunder, and to carry on its business as it is now being conducted and as it is contemplated hereunder to be conducted during the term hereof.

(b) Subject to Section 6.1(c), this Agreement, the Century Wholesale Agreement and other agreements entered into by Big Rivers in connection therewith constitute Big Rivers' valid and binding obligation enforceable against it in accordance with their terms, except as enforceability may be affected by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by general equitable principles. The execution, delivery and performance of this Agreement and the Century Wholesale Agreement by Big Rivers have been duly and effectively authorized by all requisite corporate action.

(c) As of the Effective Date, all consents, approvals, authorizations, actions or orders, including without limitation, those which must be obtained from Governmental Authorities and the RUS, required for its authorization, execution and delivery of, and for the consummation of the transactions contemplated by, this Agreement and the Century Wholesale Agreement have been obtained other than as may be required under Applicable Law to be obtained, given, accomplished or renewed at any time or from time to time, and which are routine in nature or which cannot be obtained, or are not normally applied for, prior to the time they are required and which Big Rivers has no reason to believe will not be timely obtained.

(d) Subject to Section 6.1(c), its execution and delivery of this Agreement and the Century Wholesale Agreement, its consummation of the transactions contemplated by this Agreement and the Century Wholesale Agreement, and its fulfillment of and compliance with the terms and provisions hereof and thereof do not conflict with or violate any judicial or administrative order, award, judgment or decree applicable to it, or conflict with

any of the terms, conditions or provisions of its Articles of Incorporation or Bylaws or any material instrument, mortgage, agreement, contract or restriction to which it is a party, or by which any of its properties are bound, or require the approval, consent or authorization of any federal, state or local court, or any of its creditors, or of any other Person, or give any party with rights under any such instrument, agreement, contract, mortgage, judgment, award, order or other restriction the right to terminate, modify or otherwise change its rights or obligations thereunder which has not been obtained.

6.2 Century. Century hereby represents and warrants to Big Rivers as follows:

(a) Century is a general partnership duly organized and validly existing and in good standing under the laws of the Commonwealth of Kentucky and is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as it is now being conducted and as it is contemplated hereunder to be conducted during the term hereof.

(b) This Agreement, the Century Retail Agreement and other agreements entered into by Century in connection therewith constitute Century's valid and binding obligation enforceable against it in accordance with their terms, except as enforceability may be affected by bankruptcy, insolvency or other similar laws affecting creditors' rights generally and by general equitable principles. The execution, delivery and performance of this Agreement and the Century Retail Agreement by Century have been duly and effectively authorized by all requisite partner action.

(c) All consents, approvals, authorizations, actions or orders, including without limitation, those which must be obtained from governmental agencies or authorities, required for its authorization, execution and delivery of, and for the consummation of the transactions contemplated by, this Agreement and the Century Wholesale Agreement have been obtained.

(d) Its execution and delivery of this Agreement and the Century Retail Agreement, its consummation of the transactions contemplated by this Agreement and the Century Retail Agreement, and its fulfillment of and compliance with the terms and provisions hereof and thereof do not conflict with or violate any judicial or administrative order, award, judgment or decree applicable to it, or conflict with any of the terms, conditions or provisions of its partnership agreement or any material instrument, mortgage, agreement, contract or restriction to which it is a party, or by which any of its properties are bound, or require the approval, consent or authorization of any federal, state or local court, or any of its creditors, or of any other Person, or give any party with rights under any such instrument, agreement, contract, mortgage, judgment, award, order or other restriction the right to terminate, modify or otherwise change its rights or obligations thereunder which has not been obtained.

7. Miscellaneous.

7.1 No Affect on Rights or Defenses. Nothing in this Agreement shall require performance by a Party of any of its obligations under the Century Retail Agreement or the Century Wholesale Agreement, as applicable, if it may assert, as a defense to its non-performance, any defenses or excuses to such performance that may be available to it under the provisions of the Century Retail Agreement or the Century Wholesale Agreement, or under Applicable Law.

7.2 Entire Agreement. This Agreement, the Century Retail Agreement, the Century Wholesale Agreement and the other agreements and documents denoted on Schedule 6.2.3 of the Century Retail Agreement constitute the entire agreement of the Parties hereto with respect to the subject matter hereof and supersede all prior agreements, whether oral or written. This Agreement may be amended only by a written document signed by each of the Parties hereto. Each Party acknowledges that it has not relied upon any representations, statements or warranties of the other Party in executing this Agreement except for those representations and warranties expressly set forth in the foregoing documents.

7.3 Waiver. The waiver by either Party of any breach of any term, covenant or condition contained herein will not be deemed a waiver of any other term, covenant or condition, nor will it be deemed a waiver of an subsequent breach of the same or any other term, covenant or condition contained herein.

7.4 Notices. A notice, consent, approval or other communication under this Agreement must be delivered in writing, addressed to the Person to whom it is to be delivered, and must be (a) personally delivered to that Person's address (which will include delivery by a nationally recognized overnight courier service), or (b) transmitted by facsimile to that Person's address, with a duplicate notice sent by a nationally recognized overnight courier service to that Person's address. A notice given to a Person in accordance with this Section will be deemed to have been delivered (i) if personally delivered to a Person's address, on the day of delivery if such day is a Business Day, or otherwise on the next Business Day, or (ii) if transmitted by facsimile to a Person's facsimile number and a correct and complete transmission report is received, or receipt is confirmed by telephone, on the day of transmission if a Business Day, otherwise on the next Business Day; *provided, however*, that such facsimile transmission will be followed on the same day with the sending to such Person of a duplicate notice by a nationally recognized overnight courier to that Person's address. For the purpose of this Section, the address of a Party is the address set out below or such other address which that Party may from time to time deliver by notice to the other Party in accordance with this Section:

If to Big Rivers: Big Rivers Electric Corporation
 201 Third Street
 Henderson, Kentucky 42420
 Attn: President and CEO
 Fax: (270) 827-2558

If to Century: Century Aluminum Company
 P.O. Box 500

State Route 271 North
Hawesville, Kentucky 42348
Attn: Plant Manager
Fax: (270) 852-2882

With copy to: Century Aluminum Company
2511 Garden Road
Building A, Suite 200
Monterey, CA 93940
Attn: General Counsel
Fax: (831) 642-9328

7.5 Dispute Resolution. If a dispute arises between the Parties concerning the terms or conditions of this Agreement, the duties or obligations of the Parties under this Agreement, or the implementation, interpretation or breach of this Agreement, either Party may request in writing a meeting between an authorized representative of the other Party to discuss and attempt to reach a resolution of the dispute. Such meeting will take place within ten Business Days or such shorter or longer time as agreed upon by the Parties of the request. Nothing in this Section shall toll or extend the cure period with respect to the failure by a Party to perform its obligations under this Agreement. Absent such resolution, the Parties may pursue all rights and remedies that they may have at law, in equity or pursuant to this Agreement subject to the limitations set forth in this Agreement to resolve that dispute. Notwithstanding the provisions of this Section each Party may at all times seek injunctive relief, where its delay in doing so could result in irreparable injury.

7.6 Assignments and Transfers. No Party shall assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other Party, *provided, however*, that no prior consent shall be required with respect to an assignment to any person who is a permitted assignee of Century pursuant to the Century Retail Agreement or a permitted assignee of Big Rivers pursuant to the Century Wholesale Agreement. Either Party may, without the approval of the other Party, assign this Agreement as collateral security or grant one or more mortgages (including one or more deeds of trust or indentures) on or security interests in its interest under this Agreement in connection with the general financing of its assets or operations.

7.7 Governing Law. This Agreement shall be interpreted, governed by and construed under the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules.

7.8 Jurisdiction. The Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement, *provided* that the subject matter of such dispute is not a matter reserved by law to the KPSC, or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties hereby agree to submit to the jurisdiction of Kentucky courts for such purpose. Venue in state court actions will be in the Henderson Circuit Court as the court in which venue will lie for the resolution of any related disputes under this Agreement.

Nothing in this paragraph prohibits a Party from referring to FERC or any other Governmental Authority any matter properly within its jurisdiction.

7.9 Good Faith Efforts. The Parties agree that each will in good faith take all reasonable actions within their reasonable control as are necessary to permit the other Party to fulfill its obligations under this Agreement, the Century Wholesale Agreement and the Century Retail Agreement; *provided* that no Party will be obligated to expend money or incur material economic loss in order to facilitate performance by the other Party. Where the consent, agreement, or approval of either Party must be obtained hereunder, such consent, agreement or approval may not be unreasonably withheld, conditioned, or delayed unless otherwise provided herein. Where either Party is required or permitted to act or fail to act based upon its opinion or judgment, such opinion or judgment may not be unreasonably exercised. Where notice to the other Party is required to be given herein, and no notice period is specified, reasonable notice shall be given.

7.10 Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, the Parties and their respective successors and permitted assigns.

7.11 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

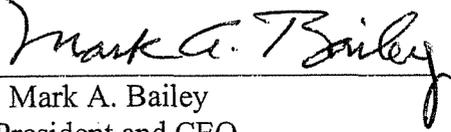
7.12 Third-Party Beneficiaries. Nothing in this Agreement may be construed to create any duty to, or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement.

7.13 Kenergy Obligations Separate. Nothing contained in this Agreement shall obligate Century or Big Rivers for any obligations or liabilities of Kenergy, whether under or pursuant to the Century Retail Agreement, the Century Wholesale Agreement or otherwise.

7.14 No Power Sales Commitment. The Parties acknowledge that Big Rivers and Kenergy intend to enter into the Century Wholesale Agreement and Century and Kenergy intend to enter into the Century Retail Agreement which agreements contain the terms and conditions setting forth the wholesale sale of power by Big Rivers and the purchase of such power by Kenergy, and the corresponding retail sale of such power by Kenergy and the purchase of such power by Century. Nothing contained in this Agreement shall be deemed to be or create an agreement or commitment of Big Rivers to sell to Century, or an agreement of Century to purchase from Big Rivers, any electric energy or related services.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: 

Name: Mark A. Bailey
Title: President and CEO

CENTURY ALUMINUM OF KENTUCKY
GENERAL PARTNERSHIP

By:

Name:
Title:

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By:

Name:

Title:

CENTURY ALUMINUM OF KENTUCKY
GENERAL PARTNERSHIP

By: Century Kentucky, Inc., General Partner

By:



Name: Wayne R. Hale

Title: President

Schedule 3.15

(See following pages.)

** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. **

310: Land and Land Rights

310-001

- 001 LAND AND LAND RIGHTS
- 001 LAND FOR ASH POND
- 001 LAND R-O-W FOR POTABLE WATER LINE
- 001 LAND R-O-W COAL HAUL ROAD
- 001 LAND R-O-W, COAL SCALES & GUARDHOUSE

311: Structures and Improvements (Steam Production)

311-001

FOUNDATION

001 CELL, BARGE UNLOADER, FOUNDATION
001 CELL, UNLOADING FACILITY, FDN.,BRIDGE
001 EXCAVATION BUILDING, FORMWORK, REBAR, FOUNDATION
001 FIRE PROTECTION, PUMP HOUSE FDNS
001 FOUNDATION, CONCRETE SERVICE BUILDING
001 FOUNDATION, FGD CONTROL BUILDING
001 FOUNDATION, MAINTENANCE SHOP
001 FOUNDATION, PERMANENT WAREHOUSE
001 FOUNDATION, POTABLE WATER BUILDING
001 FOUNDATION, POWER PLANT
001 FOUNDATION, REID WAREHOUSE
001 FOUNDATION, SERVICE BUILDING, SUPERSTRUCTURE
001 FOUNDATION, SHELTER ON COAL HANDLING EQUIPMENT
001 FOUNDATION, SOLID WASTE HANDLING BUILDING
001 FOUNDATION, TOOL ROOM
001 FOUNDATION, TURBINE BUILDING
001 FOUNDATION, TURBINE BUILDING, SUPERSTRUCTURE
001 FOUNDATION, WATER TREATMENT BUILDING
001 FOUNDATIONS
001 FOUNDATIONS, EARTHWORK, GENERAL PLANT SITE
001 FOUNDATIONS, FLOOR DRAINS, TURBINE BUILDING
001 FOUNDATIONS, FOR WATER PLANT BLDG, CONCRETE
001 FOUNDATIONS, PROPANE TANKS
001 RECORDS STORAGE WAREHOUSE, CONCRETE PLACEMENT
001 RIP RAP, FILL,DEWATER
001 SERVICE BUILDING-FOUNDATIONS
001 TURBINE BUILDING FOUNDATIONS, CONCRETE, CAISSONS

311-002

STRUCTURE

002 BUILDING, CLARIFIER EQUIPMENT, GREEN 2
002 BUILDING, COAL HANDLING EQUIP.
002 BUILDING, COAL HANDLING, OFFICE,
002 BUILDING, MAINTENANCE
002 BUILDING, OIL STORAGE FLOOR
002 BUILDING, SERVICE, THIRD FLOOR, MODIFICATION
002 BUILDING, STEEL
002 BUILDING, STORAGE/BOILER TUBE
002 BUILDING, ELECTRICAL STORAGE
002 BUILDING, WATER PLANT, W/ ELECTRICAL WIRING
002 BUILDING,HEAVY EQUIPMENT,MAINT,COAL HANDLING
002 BUILDING,TOOL ROOM WAREHOUSE
002 CABLE,TELEPHONE
002 CATWALK, STRUCTURE
002 CIRCULATING WATER OUTFALL, CANAL, & ETC
002 CLOSET, LIBRARY/STATIONERY
002 COAL HANDLING SERVICE BUILDING-STRUCTURE
002 CONTROL HOUSE, ELECTRICAL
002 CONTROL HOUSE, UNLOADING
002 CONTROL ROOM
002 DOOR, ELECTRIC STEEL
002 DOOR, OVERHEAD
002 DOOR, STEEL SERVICE EQUIP, MACHINE SHOP
002 DRAPERIES,FIRST FLOOR,WILSON STATION
002 FLOOR, CONCRETE, WELDED WIRE
002 FLOOR, MEZZANINE, W/ACCES STAIRWAY, TOOL ROOM
002 GRATING, GALVANIZED, CENTRAL STEEL & WIRE
002 GUARDHOUSE
002 INSULATION
002 LUNCH & LOCKER ROOM
002 MAINT. SUPV. OFFICE

311: Structures and Improvements (Steam Production)

002 OFFICE
002 PANAMA HOIST HOUSE BUILDING
002 PANAMA SERVICE BUILDING
002 PERMANENT WAREHOUSE
002 RAILROAD, SERVICE
002 RECORDS STORAGE WAREHOUSE, PREFAB BUILDING
002 SERVICE BUILDING
002 STORAGE ROOMS
002 STRUCTURES & PLATFORMS, STEEL ACCESS
002 TOOL ROOM ANNEX
002 TURBINE BUILDING
002 WALL, COAL HANDLING RETAINER
002 WALL, CONCRETE, RETAIN COAL PILE
002 WALL, FIRE
002 WALL, RETAINING @ RECLAIM TUNNEL
002 WAREHOUSE STRUCTURE
002 WAREHOUSE UNLOADING RAMP & STORAGE PADS
002 WATER TREATMENT BUILDING

311-003

ROOF

311-004

HVAC-AIR CONDITIONING SYSTEM (CENTRAL UNITS ONLY)

004 AIR CONDITIONER
004 AIR HANDLER
004 CONDENSER
004 CONTROL SYSTEM
004 DUCT WORK
004 FAN
004 FAN, MOTOR
004 FILTER
004 LOUVERS
004 VENTS

311-006

ELEVATOR, CRANE, HOIST, ETC.

006 ELEVATOR, BOILER BUILDING
006 ELEVATOR, PASSENGER
006 ELEVATOR, TRAC, SERVICE BUILDING
006 LIFT, VERTICAL MATERIAL

311-007

HVAC-FAN, VENTILATING

007 AIR HANDLER
007 CONTROL SYSTEM
007 DUCT WORK
007 FAN
007 FAN, MOTOR
007 FILTER
007 LOUVERS

311-009

FIRE PROTECTION SYSTEM

009 CABINET, FIRE HOSE
009 CONTROL CABINET, FIRE PROTECTION
009 CONVEYOR FLOOR FOAM EQUIPMENT
009 FIRE DETECTION SPRINKLER SYSTEM
009 FIRE DETECTOR
009 FIRE HYDRANT
009 FIRE HYDRANT ENCLOSER
009 FIRE PROTECTION
009 FIRE PUMP
009 FIRE PUMP CONTROLLER
009 FIRE PUMP, DIESEL ENGINE

311: Structures and Improvements (Steam Production)

009 LIGHTNING PROTECTION SYSTEM
009 MOTOR, FIRE PUMP
009 PIPE SYSTEM, DRY, FOR CRUSHER HOUSE
009 PIPING SYSTEM, UNDERGROUND YARD FIRE PROTECTION
009 REEL, SWINGING HOSE WITH CLAMP
009 TANK, FIRE WATER STORAGE

311-010

FIXTURES, LIGHTING

010 LAMP, MERCURY
010 LIGHTING
010 LIGHTING, POWER DISTRIBUTION LINE
010 SODIUM LIGHTING, HIGH PRESSURE

311-011

HVAC-FURNACE OR BOILER

011 AIR HANDLER
011 CONTROL SYSTEM
011 HEATING SYSTEM

311-013

HVAC-HEAT PUMP OR HEATER

013 AIR HANDLER
013 CONDENSER
013 CONTROL SYSTEM
013 EVAPORATOR
013 FILTER
013 HEATING SYSTEM

311-014

HOUSE LIGHTING OR POWER BOARD

014 LIGHTING
014 PANEL, UTILITY

311-017

REFRIGERATION SYSTEM

017 REFRIGERANT, TOOL

311-018

HVAC-SPACE HEATER

018 HEATER
018 HEATER, SPACE

311-023

WATER HEATER, DOMESTIC

023 WATER HEATER

311-024

MISCELLANEOUS MINOR STRUCTURE

024 AIR LINE PIPING EXTENSION TO SANDBLASTING UNIT
024 CAGE, STORAGE, 3 SIDED, W/SLIDING GATE
024 CURTAINS, CLEAR, CONTROL ROOM WINDOW
024 DITCH, CONCRETE
024 ELECTRIC SERVICE SYSTEM ADDITION W/TRANSFORMER
024 FLOOR, CONCRETE
024 GAS LINE
024 GUARD HOUSE
024 GUARD RAIL
024 LOCKER, WALL
024 OUTFALL FLUME & DITCH
024 OUTFALL STRUCTURE
024 PIPE RACK & FITTING BINS
024 SERVICE WINDOW, VERTICAL SLIDING
024 SHOWER, FACILITIES
024 SIGN, ALUMINUM
024 SINK
024 SINK, CABINET

311: Structures and Improvements (Steam Production)

024 STAIRWAY, INTAKE
024 TANK, WATER STORAGE
024 TOOL CRIB
024 WELL, SEAL

311-025

ANY PRINCIPAL ITEM OF EQUIPMENT

025 BATHHOUSE EQUIPMENT
025 DEHUMIDIFIER
025 STORAGE RACKS

311-026

BRIDGE OR TRESTLE

026 BRIDGE (ACCESS) TO UNLOADER CELLS
026 BRIDGE OVER PIPE SHELF
026 RIP RAP

311-028

CULVERT

028 CULVERT

311-029

DOCK

029 UNLOADING DOCK
029 WAREHOUSE, RAMP

311-030

FENCE

030 FENCE
030 GATE, BARRIER, MAIN ENTRANCE & RADIO CONTROL

311-031

FLAG POLE

031 POLE, FLAG

311-033

PARKING LOT

033 PARKING LOT
033 PAVING
033 STEPS, GALVANIZED METAL

311-034

RETAINING WALL OR DIKE

034 DIKES, GENERAL PLANT SITE
034 RETAINER WALL

311-035

ROAD

035 APRON, CONCRETE
035 BLACKTOP
035 BLACKTOP, SEALER
035 ROAD

311-036

SEWER

036 FLOWMETER
036 PIPING, SANITARY SEWER, PIPE & GRINDER PUMP
036 SANITARY SEWERS
036 SEWAGE LIFT STATION
036 SEWER SYSTEM

311-038

TREATING PLANT

038 BUILDING, SEWAGE TREATMENT PLANT
038 SEWAGE TREATMENT PLANT

311-040

WELL

040 WELL, INSTALLATION & DRILLING SERV, OIL CLEANUP

311: Structures and Improvements (Steam Production)

311-041

YARD DRAINAGE SYSTEM

- 041 DISCHARGE BASIN
- 041 DRAINAGE, COAL HDLG SERVICE BLDG
- 041 DRAINAGE, DITCH
- 041 DRAINAGE, LINE
- 041 DRAINAGE, SYSTEM
- 041 OIL TRENCHES W/GRAVEL BED & DRAINAGE LATERALS
- 041 PANEL, SITE DRAINAGE CONTROL
- 041 PUMP, VERTICAL, SITE DRAINAGE

311-042

YARD LIGHTING SYSTEM

- 042 LIGHTING, YARD
- 042 LIGHTING, PARKING LOT AND SIDEWALK

311-043

FUEL OIL DIKE

- 043 OIL SPILL RECOVERY UNIT
- 043 UNLOADING PAD, FUEL TRUCK

311-045

ROCK SURFACE AND RIP RAP

- 045 RIP RAP, RIVER BANK

311-047

HOLDING PONDS

- 047 PIPE, DRAINAGE CULVERT DREDGE POND
- 047 PONDS

311-048

PAVEMENT

- 048 PAVING, SIDEWALK

311-051

AMBIENT AIR MONITORING SYSTEM

- 051 AMBIENT AIR MONITORING BUILDING
- 051 FENCE, AMBIENT AIR MONITORING SYSTEM
- 051 GRAVEL & CULVERTS, AMBIENT AIR MONITORING SYSTEM
- 051 TRAILER, STRUCTURE, AMBIENT AIR MONITORING SYSTEM

311-052

POTABLE WATER SYSTEM

- 052 FLOWMETER
- 052 FOUNTAIN, DRINKING
- 052 FOUNTAIN, WASH
- 052 LINE, WATER, SAFETY SHOWER, WATER PLANT
- 052 POTABLE WATER BOOSTER SYSTEM
- 052 POTABLE WATER LINE
- 052 POTABLE WATER PLANT FILTER UNIT BYPASS LOOPS
- 052 POTABLE WATER SYSTEM
- 052 TANK, HYDROPNEUMATIC WATER STORAGE
- 052 TANK, POTABLE STORAGE

312: Boiler Plant Equipment (Steam Production)

312-A01

STEAM BOILER

A01 BOILER DRUM, W/ACCESSORIES
A01 BOILER, AUX EQUIPMENT
A01 BOILER, TUBE CASTINGS, CASING RINGS
A01 CHILLER SYSTEM, BOILER
A01 COMBUSTION CONTROLS
A01 FAN, PENTHOUSE VENT
A01 FIRE DETECTION, AIR PREHEATER
A01 HOIST, BOILER BLDG
A01 MONITOR, DRUM
A01 PUMP, BOILER
A01 TANK, BLOWDOWN
A01 VALVE, TANK SAFETY

312-A02

STEAM BOILER FOUNDATION & SUPPORTING STRUCTURES

A02 BOILER ENCLOSURE
A02 BOILER, FOUNDATION
A02 BOILER, SUPPORTING STEEL, W/PLATFORMS & WALKWAYS
A02 BUILDING, BOILER, STEEL
A02 FOUNDATION, BOILER AND FURNACE
A02 FOUNDATION, BOILER FEED PUMP
A02 FOUNDATION, CONCRETE, DRAFT BREECHING SYS
A02 FOUNDATION, CONCRETE, DRAFT CHIMNEY STACK
A02 FOUNDATION, CONCRETE, LIME SILO EQUIPMENT
A02 FOUNDATION, CONCRETE, PRECIPITATOR
A02 FOUNDATION, CONCRETE, PRIMARY AIR SYSTEM
A02 FOUNDATION, CONCRETE, SOLID WASTE HANDLING
A02 FOUNDATION, ID FANS
A02 ROOF, BOILER, STEEL BLDG, DECKING

312-A03

FUEL BURNING EQUIPMENT FOR ONE BOILER

A03 BURNER FLAME SCANNER SYSTEM
A03 BURNER MANAGEMENT SAFETY SYSTEM
A03 BURNERS, BOILER
A03 BURNERS, LOW NOX
A03 CABINET, BURNER CONTROL
A03 CERAMIC LINER, BURNERS
A03 CYCLONE SAMPLER & PROBE
A03 FAN, BOILER
A03 FUEL DELIVERY CONTROL
A03 MONITOR, COAL FLOW
A03 PUMP, FUEL OIL SUPPLY, W/METER & FDN

312-A04

FURNACE

A04 FURNACE

312-A05

FURNACE WALLS FOR ONE BOILER

A05 FURNACE WATER WALLS

312-A06

REHEATER

A06 REHEAT DAMPER
A06 REHEATER TUBES
A06 VALVE, REHEAT SYSTEM

312-A07

SETTING, BOILER

A07 BOILER, CASING
A07 BOILER, SETTING
A07 MEMBRANE, HIGH TEMP
A07 THERMOWELLS

312: Boiler Plant Equipment (Steam Production)

A07 THERMOWELLS

312-A08

SOOT BLOWER SYSTEM FOR ONE BOILER

A08 PANEL, WIRING, POWER & CONTROL, SOOT BLOWER
A08 SOOT BLOWER
A08 SOOT BLOWER ELECTRIC EQUIPMENT CONTROLS
A08 SOOT BLOWER PRESSURE INDICATORS
A08 SOOT RETRACT TOOL
A08 WATER BLOWER/DESLAGGER

312-A09

SUPERHEATER

A09 DESUPERHEATER
A09 SUPERHEATER, PRIMARY
A09 SUPERHEATER, SECONDARY
A09 VALVE, SUPERHEAT SPRAY CHECK
A09 VALVE, SUPERHEAT SPRAY ISOLATION

312-B01

AIR DUCT SYSTEM

B01 ADAPTER, SPINDLE, W/AIR MOTOR ASSEMBLY
B01 AIR PRESSURE MANIFOLD ASSEMBLY W/BOX & SADDLE
B01 BOX, WIND
B01 DUCT, FLUE GAS BYPASS
B01 ELECTRICAL DEVICES FOR PRIMARY AIR SYSTEM
B01 FLUES, DUCTS, DAMPERS
B01 RESTRICTING ORIFICES

312-B02

AIR HEATER

B02 AIR HEATER
B02 AIR HEATER LINE, ISOLATION VALVE
B02 AIR HEATER, STEAM COIL
B02 CONTROLLER, AIR HEATER W/DRIVES
B02 HEATER, AIR PREHEATER, FIRE DETECTION SYSTEM
B02 VALVE, AUX STEAM REGULATOR ISOLATION

312-B03

BREECHING SYSTEM

B03 BREECHING SYSTEM

312-B04

CINDER CATCHER

B04 CINDER CATCHERS
B04 CLINKER GRINDER
B04 TANK, STORAGE TANK

312-B05

FAN, DRAFT

B05 BOOSTER FAN, BOILER SEAL AIR
B05 FAN, BOILER DRAFT, AIR MONITOR
B05 FAN, DIRECT DRIVE
B05 FAN, EXHAUST, FGD BLDG
B05 FAN, FLUID DRIVE
B05 FAN, FORCED DRAFT
B05 FAN, INDUCED DRAFT
B05 FAN, PRIMARY AIR
B05 FAN, SEAL AIR
B05 FOUNDATION, BOOSTER FAN
B05 FOUNDATION, CONCRETE, DIRECT DRIVE FANS
B05 HEATER, ID FAN
B05 HOIST, FORCED DRAFT FAN
B05 HOIST, INDUCED DRAFT FAN ROTOR
B05 HVAC, UNITS FOR DIRECT DRIVE FANS
B05 IGNITOR, AIR FAN SYSTEM
B05 MOTOR, FD FAN

312: Boiler Plant Equipment (Steam Production)

B05 SEAL AIR SYSTEM - BOILER
B05 TOTALIZER SYSTEM, STATIC BOILER DRAFT, AIR MONITOR

312-B06

STACK, WITH OR WITHOUT FOUNDATION

B06 CABLE/CONDUIT, OPACITY MONITOR
B06 CHIMNEY STACK
B06 ELEVATOR, CHIMNEY
B06 FILTER DRUM, SW
B06 HOIST, JIB, CHIMNEY
B06 LADDER, CHIMNEY & PLATFORMS
B06 LADDER, SAFETY CAGE
B06 LINE, UMBILICAL, MULTITUBE BUNDLE
B06 PLATFORM, STACK CEMENT
B06 SHUTTER, W/TIME DELAY FOR OPACITY MONITOR
B06 VENT, STACK EXT, COMBUST. AIR, STEAM COIL, DRAIN TANK
B06 WINCH, STACK TEST PROBE HOIST

312-B07

PRECIPITATOR, ELECTROSTATIC

B07 AC UNIT FOR PRECIPITATOR CONTROL ROOM
B07 BOILER, PRECIPITATOR AREA, FINAL SITE WORK
B07 CABINET, PRECIPITATOR CONTROL
B07 CONTROL, FLYASH
B07 DAMPER, LOUVER
B07 FAN, AIR PURGE
B07 FAN, SEAL AIR
B07 GRATING, GALVANIZED
B07 HOIST
B07 HOPPER VIBRATORS
B07 LINEAR REACTOR, PRECIPITATOR
B07 LINING, BRICK
B07 MOTOR, GUILLOTINE DAMPER, ACTUATORS
B07 OUTLET NOZZLE, EXTERIOR LAG/INSULATION
B07 OUTLET NOZZLE, INTERNAL BRICK LINING
B07 PANEL, FLY ASH CONTROL
B07 PANEL, PRECIPITATOR CONTROL
B07 PLATFORM, PRECIPITATOR ACCESS
B07 PRECIPITATOR
B07 PRECIPITATOR CONTROL
B07 PRECIPITATOR FIELD
B07 PRECIPITATOR, ASH SILO PLATFORMS
B07 PRECIPITATOR, CONTROL HOUSE
B07 PRECIPITATOR, ENCLOSURE FOUNDATIONS
B07 PRECIPITATOR, ROOF AND ACCESSORIES
B07 PRECIPITATOR, STONE FILL
B07 PRECIPITATOR, TRANSFORMER/RECTIFIER SET
B07 PROTECTIVE COVERS ON PRECIPITATOR CONTROL PANELS
B07 SUPPORTS, PRECIPITATOR
B07 TRANSFORMER, PRECIPITATOR
B07 TRANSFORMER, RECTIFIER
B07 VACUUM PIPING, PRECIPITATOR HOPPERS

312-B08

SOLID WASTE EQUIPMENT, FGD & SCRUBBER

B08 ACID STORAGE, FGD, DIBASIC, DBA, FEED FACILITY
B08 ACTIVATOR, SW LIME SILO BIN
B08 ADDITIVE FEED SYSTEM
B08 AGITATOR & CONTROLS
B08 AGITATOR, W/PLATFORMS LIME SYSTEM
B08 AIR DRYER, DESSICANT & BYPASS SYSTEM @ IUS BLDG
B08 AMMETER, DIGITAL
B08 BATTERY, BACKUP, UPS
B08 BELT CLEANER
B08 BLOWER, CAKE DISCHARGE

312: Boiler Plant Equipment (Steam Production)

B08 BREAKER, MAIN & TIE
B08 BUILDING, FGD & SOLID WASTE
B08 BUILDING, REAGENT LIME PREP
B08 BUILDING, SWITCHGEAR, AUXILIARY
B08 BUS WORK
B08 BUS WORK FOUNDATION
B08 CABLE, POWER AND CONTROL
B08 CAKE BLOWER, W/CLOTH ROPE, SOLID WASTE
B08 CEM/DA, A/C UNIT
B08 CIRCUIT BREAKER, SLURRY CIRC PUMP
B08 CLEANER, STEAM, HOT WATER, SOLID WASTE FILTER
B08 COLLECTOR, LIME SILO DUST
B08 COMPACTOR, VIBRATORY, SOLID WASTE
B08 CONTROL SYSTEM, PH, LANDFILL RUNOFF POND
B08 CONTROLS SYSTEM, SOLID WASTE PROCESSING
B08 CONTROLLER, FGD
B08 CONTROLLER, PROGRAMMABLE LOGIC
B08 CONTROLS, FILTER DRUM VAT LEVEL MONITORING
B08 CONVEYOR
B08 CYCLONES
B08 DAMPER, OUTLET
B08 DAMPER, SCRUBBER MOD INLET LOUVER
B08 DISTRIBUTION CONTROL SYSTEM
B08 DUCT BANK
B08 DUST COLLECTORS
B08 ELECTRICAL POWER SUPPLY
B08 ELEMENT, SW FLY ASH WEIGHT
B08 ELEMENT, SW LIME WEIGH
B08 FAN, VENTILATION, THICKENER TUNNEL
B08 FEEDER, SW FLY ASH
B08 FEEDER, SW LIME, VIBRA SCREW
B08 FGD & FLY ASH CONTROL SYSTEM
B08 FGD & SOLID WASTE PLATFORMS
B08 FGD OUTLET GUILLOTINE ISOLATION DAMPER
B08 FGD, CONTROL / POWER CABLE
B08 FGD, CONTROL PANELS & TRAY SUPPORTS
B08 FGD, HEAT TRACING
B08 FGD, HEATERS
B08 FGD, HVAC FOR CONTROL ROOM
B08 FGD, INLET DUCT
B08 FGD, INSTRUMENTS
B08 FGD, LIGHTING FIXTURES
B08 FGD, LIME HANDLING SYSTEM
B08 FGD, LIME SILO EQUIPMENT
B08 FGD, MOTOR CONTROL CENTER
B08 FGD, PH ANALYZERS, SENSORS, PROTECTORS
B08 FGD, PIPING
B08 FGD, PUMP BUILDING, ENCLOSURE
B08 FGD, REACTION TANK EQUIPMENT
B08 FGD, SPRAY TOWER EQUIPMENT
B08 FGD, THICKENER EQUIPMENT
B08 FGD, THICKENER TRANSFORMERS, FGD & SOLID WASTE
B08 FILTER, DRUM
B08 FILTER, SEAL WATER
B08 FILTERS, VACUUM PUMPS, RECEIVER, SW
B08 FILTRATE SYSTEM POWER DISTRIBUTION
B08 FIRE PROTECTION SYSTEM
B08 FLOW METER, MAGNETIC, SLURRY SYSTEM
B08 FLOWMETER, SCRUBBER
B08 FLY ASH, FEEDER CONTROL
B08 FLYASH, IUCS, SILO VACUUM LINES
B08 FOUNDATION, FGD, SW, MISC.
B08 FOUNDATION, FLOOR CRANE, SOLID WASTE HANDLING

312: Boiler Plant Equipment (Steam Production)

B08 GATE, FLY ASH SILO SLIDE
B08 GATE, SLIDE, SOLID WASTE FLYASH
B08 GATE, SW LIME SILO SLIDE
B08 GRAVEL, YARD SURFACING
B08 HEADERS, RECIRC
B08 HEATER, CSI
B08 HEATER, FGD ENVIR
B08 HOIST, LIME SILO TOWER
B08 LIME SILO EQUIPMENT - DESULFURIZATION
B08 LIME, DRY, HANDLING SYSTEM
B08 LIME, DRY, TANK W/JIB CRANE & ACTIVATOR
B08 LIMESTONE HOPPER
B08 LIMESTONE PARTICLE SIZE ANALYZER
B08 LINING, BRICK
B08 LINING, SCRUBBER MODULE
B08 LINING, SCRUBBER OUTLET DUCT
B08 METER, ELECTRICAL & INSTRUMENTATION
B08 METER, SOLID WASTE
B08 METER, WATTHOUR, SCRUBBER ALTERNATE POWER FEED
B08 MIST ELIMINATOR, HOIST CRANE
B08 MIXER, SOLID WASTE
B08 MODEM, BOILER & FGD
B08 MONORAIL, LIME SILO
B08 MOTOR
B08 MOTOR CONTROL CENTER
B08 MOTOR, FGD & SOLID WASTE AGITATORS
B08 MOTOR, FGD & SOLID WASTE PUMPS
B08 OUTLET DUCT
B08 OUTLET DUCT, PREKRETE LINER
B08 PANEL, RELAY
B08 PAYLOADER, SW DISPOSAL
B08 PIPE, DRAINAGE, LANDFILL
B08 PIPE SUPPORT, THICKENER OVERFLOW
B08 PIPE, THICKENER OVERFLOW
B08 PIPING FROM POND TO FILTRATE
B08 PIPING SYSTEM, SOLID WASTE
B08 PIPING, ADDITIVE SLURRY
B08 PIPING, ASH POND MAKEUP WATER
B08 PIPING, BLOWDOWN BLEED SLURRY
B08 PIPING, FILTRATE WATER
B08 PIPING, FLUIDIZER ASH SILOS
B08 PIPING, INSTRUMENT AIR
B08 PIPING, LIME SLURRY CROSSTIE
B08 PIPING, RECYCLE SLURRY
B08 PIPING, THICKENER RETURN WATER
B08 PIPING, THICKENER UNDERFLOW
B08 POND DIKE, SOLID WASTE
B08 POND, COAL PILE RUN-OFF, SPILLWAY, OVERFLOW
B08 POND, LANDFILL RUNOFF, WITH DIKE
B08 POWER / CONTROL CABLE, SOLID WASTE
B08 PROGRAMMABLE LOGIC CONTROLLER, THICKENER
B08 PUMP, ME WASH
B08 PUMP, RECYCLE
B08 PUMP, SCRUBBER BLEED
B08 RAKE DRIVE, THICKENER
B08 REACTION TANK EQUIPMENT - DESULFURIZATION
B08 RETAINING WALL, CONCRETE
B08 RETURN LINE, THICKENER
B08 RIP RAP, SCRUBBER DRAINAGE DITCH
B08 ROAD, SOLID WASTE HAUL
B08 SCRUBBER CONTROLS
B08 SILOS, FGD & SOLID WASTE
B08 SO2 ANALYZER

312: Boiler Plant Equipment (Steam Production)

- B08 SOFTWARE, FGD
- B08 SOLID WASTE FILTRATE & SEAL WATER DRAINS
- B08 SOLID WASTE INSTRUMENT AIR
- B08 SOLID WASTE LIGHTING
- B08 SOLID WASTE PLATFORMS
- B08 SOLID WASTE POWER & CONTROL CABLES
- B08 SPRAY TOWER EQUIPMENT, DESULFURIZATION
- B08 STORAGE & FEED SYSTEM, BULK SULFUR
- B08 SUMP PUMP
- B08 SUPPORT STEEL, EQUIPMENT, SOLID WASTE TREATMENT & FGD
- B08 TANK, DEMISTER WASH
- B08 TANK, FGD & SW
- B08 TANK, SO2, DESULFURIZATION
- B08 THICKENER EQUIPMENT, DESULFURIZATION
- B08 TROLLEY, MANUAL
- B08 VALVE, FGD & SOLID WASTE
- B08 VALVE, FILTER DRUM
- B08 VALVE, MIST ELIMINATOR
- B08 VALVE, MODULE SLURRY FEED
- B08 VALVE, SCRUBBER
- B08 VALVE, THICKENER
- B08 VENTILATION SYSTEM, SLAKER TANK
- B08 VIDEO PROGRAMMING UNIT
- B08 WASH, HIGH PRESSURE, SCRUBBER
- B08 WEIGHT SCALES, FGD & SOLID WASTE
- B08 WELL, GROUNDWATER MONITORING

312-C01

DEAERATOR ON FEED WATER SYSTEM

- C01 CAGE, DEAERATOR REGULATOR
- C01 DEAERATOR & TANK
- C01 VALVE, DEAERATOR RELIEF

312-C02

ECONOMIZER ON FEED WATER SYSTEM

- C02 CHILLER SYSTEM, SAMPLE, WARTICHELL SYSTEM
- C02 DAMPER, ECONOMIZER PASS
- C02 DAMPER, GAS INLET
- C02 ECONOMIZER
- C02 ECONOMIZER, VALVES
- C02 FEEDWATER, WATER AND STEAM SAMPLING SYSTEM
- C02 VIBRATOR, HOPPERS, ECONOMIZER
- C02 WATER SAMPLE, ANALYSIS PANEL

312-C03

HEAT EXCHANGER ON FEED WATER SYSTEM

- C03 HEAT EXCHANGER, PLATE

312-C04

HEATER ON FEED WATER SYSTEM

- C04 FEEDWATER HEATER
- C04 FEEDWATER, EXT DRAINS COOLER
- C04 HEATER, FEEDWATER BUNDLE ASSBLY
- C04 HEATER, LEVEL CONTROLS
- C04 VALVE, CHECK
- C04 VALVE, SHELL, SIDE RELIEF

312-C05

MEASURING AND RECORDING DEVICE

- C05 ANALYZER
- C05 ILLUMINATOR, DRUM LEVEL GAUGE GLASS
- C05 INTEGRATOR
- C05 METER, OXYGEN
- C05 MONITOR, FEEDWATER FLOW/DRUM LEVEL
- C05 PROBE, CONDUCTIVITY & METER
- C05 SOFTWARE, EDR AUDIT

312: Boiler Plant Equipment (Steam Production)

C05 TESTER
C05 THERMOMETER, DIAL

312-C06

PUMP, MAIN OR STAGE

C06 ACCUMULATOR, BFP TURBINE
C06 BOILER FEED PUMP SYSTEM
C06 BOILER FEED PUMP, SUCTION CONDENSATE INJECTION SYS
C06 BOILER FEED, DISCHARGE SYSTEM, W/PIPING
C06 FAN, BFP MOTOR COOLING
C06 FEEDWATER, CHEMICAL SYSTEM
C06 HOIST, BOILER FEED PUMP
C06 HYDRAZINE FEED SYSTEM ON CONDENSATE/FEEDWATER SYST
C06 MOTOR, PUMP
C06 PUMP, BOILER FEED, BASE PLATES
C06 PUMP, FEEDWATER SYSTEM
C06 PUMP, SUBMERSBLE
C06 TRANSMITTER, LEVEL (OIL CONSOLE)
C06 VALVE, FEEDWATER SYSTEM
C06 VAPOR EXTRACTOR, W/MOTOR OIL CONSOLE

312-C07

REGULATOR, FEED WATER

C07 FEEDWATER REGULATOR SYSTEM
C07 NOZZLE, FEED FLOW

312-C08

TANK

C08 TANK

312-D01

COAL FUEL BIN OR BUNKER NOT IN STRUCTURES

D01 BUNKER, COAL, LINING
D01 BUNKER, ISOLATION GATE
D01 BUNKER, SLIDE GATE
D01 COAL SILO, FOUNDATION
D01 COAL SILO, STRUCTURE
D01 DUST COLLECTION, SILO, COAL HANDLING
D01 SURGE BINS-COAL HANDLING
D01 SWITCH, BUNKER LEVEL

312-D04

CAR DUMPER

D04 CAR POSITIONER, COAL UNLOADING SYSTEM
D04 HOIST, CAR DUMPER
D04 HOIST, CAR POSITIONER
D04 MOTOR, CAR DUMPER
D04 PUMP, SUMP, DUMPER PIT
D04 REDUCER, CAR DUMPER
D04 ROTARY CAR DUMPER FOR COAL UNLOADING SYSTEM

312-D05

CHUTES OR SPOUTS, SYSTEM OF

D05 CHUTE ,COAL
D05 CHUTE, TELESCOPIC- COAL UNLOADING SYSTEM
D05 HOIST, ELECTRIC, TELESCOPING CHUTE
D05 MOTORIZED SPLITTER GATE-COAL HANDLING
D05 REDUCER, VALVE,COAL
D05 TRANSFER CHUTE
D05 VIBRATOR

312-D06

CONVEYOR, BELT, CABLEWAY - COAL EQUIPMENT

D06 AIR/VACUUM/WATER PIPING FOR CONVEYOR
D06 BACKSTOP, CONVEYOR
D06 BELT CLEANER
D06 BELT FEEDER DRIVE REDUCER

312: Boiler Plant Equipment (Steam Production)

D06 BELT FEEDER MOTOR BLOWER
D06 BOILER, HORIZONTAL LINER
D06 BUNKER GATE, CONVEYOR SYSTEM
D06 CAMERA, CONVEYOR VIEWING
D06 CATCH DRIP PAN, CONVEYOR
D06 COAL HANDLING STACKER-RECLAIMER RUNWAY
D06 COAL UNLOADING SYSTEM, COAL TRUCK
D06 CONVEYOR DRIVE REDUCER
D06 CONVEYOR, DUST COLLECTOR
D06 COUPLING, BELT CONVEYOR
D06 ENCLOSURE, WEATHER, D TO E TRANSFER TOWER
D06 FLOP GATE, TRANSFER TOWER
D06 FREEZE PROTECTION SYSTEM
D06 FIRE SUPPRESSION SYSTEM, FUEL CONVEYOR
D06 FUEL HANDLING CONTROL SYSTEM
D06 HOPPER, FEEDER
D06 HOPPER, GATE
D06 HOPPER, RECLAIM
D06 HOPPER, RECLAIM, SUMP
D06 HOPPER, TRUCK
D06 HOPPER, TUNNEL
D06 LIGHTING, COAL CONVEYOR, FIXTURES
D06 LOAD ZONE, CONVEYOR
D06 MOTOR, BELT CONVEYOR
D06 PLOW, BELT
D06 PUMP, CONVEYOR ELECTRIC / HYDRAULIC
D06 PUMP, SUMP, RECLAIM PIT
D06 REDUCER, TRIPPER FLOOR
D06 REDUCER, TRIPPER FLOOR, CONE DRIVE
D06 ROOF, TRIPPER ROOM
D06 SPEED DRIVE, VARIABLE
D06 STACK OUT, UNLOADING SYSTEM
D06 STACKER, RECLAIMER, CONVEYOR
D06 TRIPPER BUILDING
D06 TRIPPER, COAL
D06 TUNNEL, RECLAIM

312-D07

CRANE - COAL EQUIPMENT

D07 BARGE UNLOADER WASHDOWN SYSTEM PIPING
D07 BARGE UNLOADING TROLLEY
D07 CRANE, BARGE UNLOADING SYSTEM
D07 DEFLECTOR FOR COAL, BARGE
D07 FLOW GATE, BARGE UNLOADER
D07 HOIST, BARGE UNLOADING SYSTEM
D07 HOPPER, BARGE UNLOADING
D07 RADIO
D07 REMOTE CONTROLLER, BARGE HAUL SYSTEM
D07 TROLLEY DRIVE BRAKE
D07 TROLLEY DRIVE REDUCER
D07 VIBRATOR, BIN, BARGE UNLOADING SYSTEM
D07 WALKWAY, COAL BARGE UNLOADER

312-D08

CRUSHER - COAL EQUIPMENT

D08 AIR LINE
D08 BIN, SURGE, SUPPORT STEEL, COAL CRUSHER
D08 CHUTES AND FLOP GATES FOR COAL CRUSHER
D08 COAL CRUSHER TOWER, COAL HANDLING
D08 CONVEYOR, WALL & DRAINAGE
D08 CRUSHER HOUSE
D08 CRUSHER HOUSE ROOF
D08 CRUSHER, COAL
D08 CRUSHER, COAL BYPASS GRID

312: Boiler Plant Equipment (Steam Production)

D08 DUST COLLECTION SYSTEM AT CRUSHER BUILDING
D08 FEEDER, VIBRATING, COAL CRUSHER EQUIPMENT
D08 FLOP GATE, CRUSHER HOUSE
D08 GATE, SLIDE, CRUSHER HOUSE
D08 HOIST, CRUSHER TOWER
D08 WASHDOWN SYSTEM /COAL CRUSHER EQUIP
D08 WETTING SYSTEM, BARGE UNLOADER/CRUSHER TOWER

312-D09

DUST COLLECTING UNIT - COAL EQUIPMENT

D09 AIR CURTAIN
D09 BRUSH CLEANER W/MOTOR, CONVEYOR COMPONENTS
D09 COAL DUST SUPPRESSION SYSTEM
D09 DRIVE MOTOR REDUCER
D09 DUST COLLECTION, COAL HANDLING
D09 DUST COLLECTOR, SILO, TRIPPER SYSTEM
D09 FEEDER DRIVE
D09 FREQUENCY DRIVE CONTROL
D09 MOTOR, AIR CURTAIN FAN
D09 TRUCK HOPPER, VENT FAN
D09 VACUUM TUBING SYSTEM

312-D10

ELECTRIC TROLLEY OR THIRD RAIL SYSTEM

D10 BARGE SHIFTING CABLE HOIST
D10 BRAKE, CLOSE DRIVE
D10 HOIST, BARGE UNLOADING SYSTEM, CABLE SHIFTING
D10 HOLD DRIVE BRAKE
D10 HOLD DRIVE MOTOR
D10 HOLD GEAR BOX, BARGE UNLOADER
D10 MOTOR BRAKE, BARGE HAUL
D10 REDUCER, BARGE HAUL
D10 WINCH, BARGE HAUL SYSTEM

312-D11

ELEVATOR - COAL EQUIPMENT

312-D12

GATES, CHUTES, HOPPERS, FOR ONE BOILER

D12 BARGE UNLOADER, HOPPER HEATER
D12 BARGE HAUL SYSTEM
D12 GATE ACTUATOR, TRIPPER TOWER
D12 GATES, HYDRAULIC SLIDE
D12 HOPPER & CHUTE, COLLECTING
D12 HOPPERS, FEED CONE

312-D13

HOIST - COAL EQUIPMENT

D13 CRANE, COAL HANDLING SERVICE
D13 CRANE, JIB, SWING BRAKE
D13 CRANE, JIB, SWING REDUCER
D13 CRANE, JIB, TROLLEY MOTOR
D13 HOIST, HOPPER
D13 HOIST, JIB CRANE
D13 HOIST, TOWER
D13 REEVING WINCH BRAKE

312-D18

SCREENING OR SIZING INSTALLATION

312-D19

SEPARATOR, MAGNETIC

D19 MAGNET SHED
D19 SEPARATOR, MAGNETIC

312: Boiler Plant Equipment (Steam Production)

312-D20

STRUCTURE, FUEL HANDLING

D20 BARGE UNLOADER CONVEYOR & TRANSFER TOWER FOUNDATIONS
D20 BARGE UNLOADER SYSTEM-STRUCTURE, ROOF, DOORS
D20 CELL, DOCK, BARGE UNLOADER PILINGS, FILL, CABLE
D20 CIRCUIT BREAKER, AIR, COAL PILE DRAINAGE
D20 COAL PILE BASE, COAL STORAGE AREA
D20 COAL PILE DRAINAGE
D20 COAL PILE EXTENSION & DRAINAGE
D20 COAL PILE RUN-OFF SUMP PUMP
D20 COAL SILO BAY BUILDING (PAINTING)
D20 COAL SILOS
D20 COAL YARD DRAINAGE BASIN
D20 CONVEYOR BELT FOUNDATION & LADDER PADS
D20 CULVERT, COAL STORAGE AREA
D20 DIKE, SETTLING BASIN
D20 DISCHARGE PIPELINE, COAL PILE DRAINAGE
D20 DUST SUPPRESSION SYSTEM,WASTE HAUL ROAD
D20 FENCE AT COAL HANDLING
D20 FLOATING PUMP STRUCTURE W/PIPING
D20 FOUNDATIONS, CAISSONS, STACKER-RECLAIMER
D20 FOUNDATIONS, COAL ELECTRICAL EQUIPMENT HOUSE
D20 FOUNDATIONS, COAL RECLAIM CONCRETE EQUIPMENT
D20 FOUNDATIONS, COAL TRANSFER TOWER
D20 FOUNDATIONS, COAL UNLOADING STACK-OUT CONVEYOR
D20 FOUNDATIONS, CONTROL HOUSE BUILDING STEEL
D20 FOUNDATIONS, FUEL OIL TANKS
D20 FOUNDATIONS, TRANSFER TOWER CHUTES & FLOP GATES
D20 GRAVEL & SAND, COAL DUST SUPPRESSION SYSTEM
D20 LIGHTING, FGD
D20 PARTITION WALL & FAN/DUST CONTROL IN DUMPER ROOM
D20 POND, DEWATER
D20 POND, EMERGENCY SLURRY
D20 POND, SETTLING, PUMP STRUCTURE, COAL HDLG
D20 SPILL CONTAINMENT
D20 SPILLWAY, CONCRETE, COAL PILE RUN-OFF DITCH
D20 STRUCTURE, TRANSFER
D20 SUPPORT STRUCTURE FOR CONVEYOR
D20 SUPPORT, CRUSHER TOWER
D20 SUPPORTING FOUNDATIONS FOR COAL PILE DRAINAGE
D20 TOWER, COAL TRANSFER, AREA-EXCAVATION, DITCHES, DIKES
D20 TOWER, COAL TRANSFER, AREA-SITE PREP, EXCAVATE SPUR
D20 TRAILER, W/TOWER
D20 VALVE, CHECK, COAL PILE DRAINAGE

312-D21

COAL HANDLING SCALES

D21 ADAPTER/A
D21 BELT SCALE,CONVEYOR
D21 BUFFER, BLACK BOX, FOR COAL SCALES
D21 COMPUTER COAL SCALES
D21 INDICATOR,SCALE
D21 OPERATING SYSTEM
D21 SCALE PIT
D21 TRUCK SCALE

312-D22

TRACK SYSTEM

D22 CAMERA, MONITORING CAR DUMPER
D22 CONTROL SYSTEM, REMOTE SIDE RAIL CAR DUMPING
D22 LOCOMOTIVE REMOTE CONTROL
D22 LOCOMOTIVE, SWITCHER
D22 MOTOR, TRAIN POSITIONER
D22 RAILCAR, FLATBED

312: Boiler Plant Equipment (Steam Production)

D22 RAILCAR, GONDOLA
D22 RAILCAR, ROTARY DUMP
D22 RAILROAD TRACK-TIES, ROAD CROSSING, TRACKS, BALLASTS

312-D23

TRACTOR (BULLDOZER)

D23 DOZER
D23 DOZER BLADE
D23 EXCAVATOR
D23 HVAC, A/C, DOZER
D23 LOADER, CASE
D23 LOGFORK W/COUNTERWEIGHTS
D23 MOLD BOARD FOR TRACTOR
D23 PAYLOADER
D23 TANK, COAL HANDLING, SKID MOUNTED TANK
D23 TRACTOR

312-D24

TRESTLE

D24 COAL HANDLING BRIDGE AND ABUTMENTS
D24 HIGHWAY SPUR

312-D25

COAL HANDLING MARINE EQUIPMENT

D25 BOAT, JON
D25 MOTOR
D25 TRAILER

312-D26

COAL HANDLING ELECTRICAL EQUIPMENT

D26 BARGE HAULAGE SYSTEM ELECTRICAL EQUIPMENT
D26 BARGE UNLOADER AC STATIC CONTROL
D26 BARGE UNLOADER ELECTRICAL EQUIPMENT
D26 BYTE BUCKET CASSETTE
D26 CABLE, POWER/COAL HANDLING SYSTEM
D26 CABLE, WIRE, CONDUIT, COAL HANDLING
D26 CABLES, CONTROL, COAL HANDLING SYSTEM
D26 CAR PULLER, ELECTRICAL
D26 COAL ELECTRICAL EQUIPMENT HOUSE
D26 COAL ELECTRICAL EQUIPMENT TRANSFORMER, FOUNDATION
D26 COAL HANDLING CONTROL PANEL
D26 COAL HANDLING ELECTRICAL EQUIPMENT
D26 COAL HANDLING LIGHTING
D26 COAL RECLAIM ELECTRICAL EQUIPMENT BUILDING
D26 COMPUTER, COAL HANDLING
D26 CONTROL, COAL UNLOADING SYSTEM
D26 HVAC, UNIT
D26 HYD POWER UNIT, COAL TRIPPER
D26 MOTOR CONTROL CENTER, W/ LOCAL CONTROLS
D26 MOTOR, BARGE UNLOADER FLOW GATE
D26 MOTOR, BOOM CONVEYOR DRIVE, COAL
D26 MOTOR, BOOM HOIST DRIVE
D26 MOTOR, BUCKET WHEEL DRIVE, COAL
D26 MOTOR, CAR DUMPER, COAL
D26 MOTOR, CAR DUMPER, HYD UNIT, COAL
D26 MOTOR, GANTRY DRIVE, COAL
D26 MOTOR, SLEWING DRIVE, COAL
D26 MOTOR, TRIPPER FLOOR, COAL
D26 MULTIPLEXER PANEL @ CRUSHER HOUSE
D26 PANEL, POWER AND CONTROL, COAL ELECTRICAL HOUSE
D26 RECLAIM MOTOR CENTER
D26 REMOTE DEVICES-COAL HANDLING
D26 SERVICE INSTRUMENT
D26 SWITCHGEAR HOUSE-COAL HANDLING
D26 TRANSFORMER, STEP-DOWN, BARGE UNLOADER

312: Boiler Plant Equipment (Steam Production)

D26 UNLOADER DC COMPRESSOR
D26 VENTILATING UNIT, MACHINERY ROOM

312-D27

COAL SAMPLING SYSTEM

D27 CHAIN GUARD, ENCLOSED, W/TIGHTENER
D27 CHUTE, STAINLESS STEEL TRANSITION
D27 COAL SAMPLE RIFFLER
D27 FOUNDATIONS, COAL SAMPLE SYSTEM EQUIPMENT
D27 HOIST, SAMPLE TOWER
D27 MOISTURE DETECTING UNIT
D27 MOTOR, FIRED SAMPLING
D27 PROBE, TEMPERATURE, CK TEMP COAL ON CARS/PILES
D27 REDUCER, AS RECEIVED SAMPLING
D27 SAMPLER, COAL FINENESS, CYCLONE & PROBE @ LAB
D27 SAMPLER, COAL HANDLING, AS FIRED
D27 SAMPLER, FUEL TRUCK
D27 SAMPLER, SWING ARM BELT
D27 SAMPLING, COAL HANDLING, AS RECEIVED
D27 SPLITTER, COAL SAMPLER
D27 TOWER, SAMPLE, COAL UNLOADING SYSTEM

312-D29

COAL BARGE

D29 WINCH, BARGE COVER

312-D30

WORK BOAT

D30 BOAT, TUG
D30 RADIO, MARINE, W/ANTENNA
D30 WINCH, TUGBOAT

312-E01

AIR COMPRESSOR

312-E02

AIR FILTER OR WASHER

312-E03

PRIMARY AIR HEATER

E03 AIR HEATER
E03 AIR MOTOR ASSEMBLY
E03 VALVE, PLUG ASSEM, AIR PREHEATER

312-E04

CHUTES, DUCTS, OR PIPES SYSTEM

E04 BLASTER, AIR

312-E05

COAL FEEDER, RAW OR POWDERED

E05 COAL FEEDER
E05 COAL FEEDER, ELECTRONIC LOAD CELL WEIGHING
E05 COAL FEEDER, MOTOR
E05 CONTROLS, COAL FEEDER
E05 GATE, STOCK FEEDER
E05 VALVE, FEEDER INLET ISOLATION

312-E06

FEEDER BELT

E06 CLEANER, BRUSH
E06 COAL FEEDER BELT
E06 COUPLING, FEEDER BELT, COAL
E06 MOTOR, FEEDER BELT
E06 MOTOR, TRAILER DRIVE
E06 REDUCER, FEEDER BELT
E06 REDUCER, BOOM FEEDER BELT DRIVE, COAL

312: Boiler Plant Equipment (Steam Production)

- E06 REDUCER, BOOM HOIST DRIVE, COAL
- E06 REDUCER, BUCKET WHEEL DRIVE, COAL
- E06 REDUCER, GANTRY DRIVE, COAL
- E06 REDUCER, SLEWING DRIVE, COAL
- E06 REDUCER, TRAILER DRIVE, COAL

312-E07

CRUSHER

- E07 COAL CRUSHER ENCLOSURE
- E07 CRUSHER TOWER
- E07 CRUSHER, AS FIRED SAMPLING
- E07 CRUSHER, AS RECEIVED SAMPLING
- E07 FLOP GATE, COAL
- E07 MOTOR, CRUSHER
- E07 MOTOR, CRUSHER, AS FIRED
- E07 MOTOR, CRUSHER, AS RECEIVED

312-E08

DRYER

- E08 DRYER

312-E09

FAN

- E09 FAN
- E09 PRIMARY AIR FLOW, MEASURING ELEMENT
- E09 PRIMARY AIR FLOW, MONITOR

312-E10

HOPPER OR BIN

- E10 PYRITE, TANK
- E10 VALVE, TANK

312-E11

PULVERIZER

- E11 BALL MILL REMOTE CONTROL SYSTEM
- E11 CRANE, MILL MAINTENANCE
- E11 DAMPER, RATING
- E11 FAN, MILL SEAL AIR
- E11 MILL, GEARBOX
- E11 MOTOR, MILL
- E11 PIPING SYSTEM, COAL
- E11 PULVERIZER, MILL
- E11 PULVERIZER, RATING DAMPER
- E11 SADDLE
- E11 TABLE, GRINDING
- E11 UPPER SPRING RING

312-E12

PUMP

- E12 MOTOR, PUMP
- E12 PUMP, SUMP, PYRITES HOLDING TANK

312-E16

WEIGHING MACHINE, AUTOMATIC

- E16 BELT SCALE

312-F01

HEATER

- F01 HEATER, FUEL OIL

312-F02

METER

- F02 METER

312-F03

PUMP

- F03 MOTOR, PUMP
- F03 PUMP

312: Boiler Plant Equipment (Steam Production)

312-F04

TANK

F04 GAUGE SYSTEM
F04 PROBE, FUEL OIL TANK
F04 TANK, FUEL OIL

312-G01

HOLDER OR TANK

G01 TANK
G01 TANK, DIKING

312-G02

METER

G02 COMPUTER, ANALOG, PROPANE METER

312-G03

PRESSURE REGULATOR OR CONTROL DEVICE

G03 FUEL SAFETY SYSTEM W/PURGE PRELIGHT

312-G04

GAS LINES

G04 GAS LINE

312-G05

GAS PLANT

G05 PROPANE VAPORIZER

312-H02

CONVEYOR - ASH HANDLING EQUIPMENT

H02 CONVEYOR SYSTEM, BOTTOM ASH
H02 CONVEYOR, ASH, SUBMERGED, DRAG CHAIN
H02 TANK, BOTTOM ASH, SULPHURIC ACID

312-H03

CRANE OR HOIST - ASH HANDLING EQUIPMENT

H03 HOIST, FLY ASH SILO JIB CRANE

312-H04

ELECTRIC TROLLEY

312-H05

FAN - ASH HANDLING EQUIPMENT

H05 BLOWER, FLY ASH AERATION
H05 BLOWER, FLY ASH PRESSURE
H05 FAN, FLY ASH EXHAUST
H05 FAN, VENT, FLY ASH
H05 MOTOR, FLY ASH AERATION BLOWER

312-H07

PUMP - ASH HANDLING EQUIPMENT

H07 ASH HOPPER OVERFLOW SUMP PUMP
H07 CLARIFIER, ASH HANDLING WATER SUPPLY
H07 FLOATING PUMP STRUCTURE, ASH POND
H07 MOTOR, PUMP
H07 PUMP, ASH SLUICE
H07 PUMP, GENERAL
H07 PUMP, FOUNDATION
H07 PUMP, WASTE WATER
H07 THERMAL SUPPLY UNIT, BOTTOM ASH COOLER

312-H08

REMOVAL SYSTEM, VACUUM

H08 AIR DRYER, FLY ASH SYSTEM
H08 ASH HANDLING SYSTEM CONTROLS
H08 BREAKER, VACUUM, UNIT, FLY ASH
H08 HYDRAULIC EDUCTOR
H08 HYDRO VACTOR
H08 PIPING SYSTEM, VACUUM TRUCK
H08 TRUCK, VACUUM

312: Boiler Plant Equipment (Steam Production)

H08 VACUUM, CENTRAL, PIPING SYSTEM

312-H09

SLUICEWAY OR PIPING SYSTEM

H09 ASH CONTROL SYSTEM
H09 ASH HOPPER, WET SEAL SKIRT
H09 ASH SCREEN
H09 ASH, BOTTOM, HANDLING SYSTEM
H09 DISCHARGE PIPELINE OVERFLOW SUMP PUMP TO ASH POND
H09 FLY ASH HANDLING SYSTEM
H09 FLYASH DISCHARGE LINE
H09 FREEZE PROTECTION, WETBOTTOM
H09 HEAT TRACE, CONDUIT, CABLES, & PANELS
H09 HEATER, WETBOTTOM RADIANT
H09 PIPING SYSTEM, ASH SLUICE
H09 PIPING SYSTEM, BOTTOM ASH
H09 PYRITE DISCHARGE LINE
H09 SCREEN, STAINLESS STEEL DRIP
H09 SLAG SCREEN
H09 TRENCH, ASH LINE, CONCRETE
H09 VALVE, ASH SLUICE
H09 VALVE, ISOLATION, ASH RECYCLING
H09 VALVE, WET BOTTOM

312-H10

STORAGE BIN OR PIT

H10 ASH STORAGE STRUCTURE W/FOOTBRIDGE
H10 FOUNDATIONS, BOTTOM ASH HOPPER AND PIT
H10 GATE, ASH & HOUSING
H10 HOPPER, FLY ASH
H10 HOPPER, BOTTOM ASH
H10 HOPPER, INTERNAL WATER JET
H10 HOPPER, PYRITE
H10 SILO, FLY ASH
H10 TANK, FLY ASH SEPARATOR
H10 TANK, ISOLATING VALVE HOLDING
H10 TANK, PYRITE HOLDING
H10 TROUGH, BOILER SEAL
H10 VALVE, ISOLATING, PYRITE HOLDING TANK

312-H11

SUMP DREDGE

H11 STRAINER

312-H13

CLINKER GRINDER OR SLAG GRINDER

H13 ASH HOPPER GRINDER MOTOR REDUCER
H13 FLUID POWER DRIVES
H13 GRINDER, SLAG

312-H14

ASH POND EQUIPMENT

H14 ASH POND OVERFLOW PIPING
H14 ASH POND, DISCHARGE FACILITY
H14 CABLE, CONTROL & INSTRUMENT
H14 CABLE, POWER
H14 CONDUIT, POWER
H14 CONTROL FEED SYSTEM, PH, ASH POND W/ ENCLOSURE
H14 CONTROL SYSTEM, SUPERVISORY
H14 CURTAIN, TURBIDITY, FLOATING, ASH POND
H14 FLOW MEASUREMENT SYSTEM
H14 POND, ASH
H14 POND, ASH, CONCRETE SUPPORTS, ASH LINES
H14 POND, ASH, CULVERT
H14 POND, ASH, DIKE
H14 POND, ASH, DRAWDOWN STRUCTURE

312: Boiler Plant Equipment (Steam Production)

H14 POND, ASH, EMERGENCY OVERFLOW
H14 POND, ASH, EXPANSION
H14 POND, ASH, MANHOLES
H14 POND, ASH, PUMP
H14 POND, ASH, RIP RAP
H14 POND, ASH, ROAD, GRAVEL
H14 STRAINER, W/AUTOMATIC BACKWASH CONTROL
H14 SUBSTATION, EQUIPMENT FOR ASH POND

312-I01

METER - PURIFICATION SYSTEM

I01 ADAPTER, MOD BUS W/CABLE & PROGRAMMER/TAPE LOADER
I01 ANALYZER
I01 COMPENSATOR, AUTOMATIC TEMPERATURE
I01 CONDUCTIVITY CELL, SCREW
I01 FLOW SWITCH CALIBRATOR, FLUID COMPONENTS
I01 METER, FLOW
I01 INDICATOR, TEMPERATURE
I01 METER, DENSITY
I01 METER, PH
I01 PROBE, MAGNETIC, FLOW METER
I01 RECORDER, CLARIFIER
I01 RECORDER, SEQUENCE OF EVENTS

312-I02

PUMP - PURIFICATION SYSTEM

I02 CRANE, CLARIFIER BLDG GANTRY
I02 PUMP, ACID FEED
I02 PUMP, AMINE
I02 PUMP, CAUSTIC
I02 PUMP, CLARIFIER SLUDGE
I02 PUMP, COAGULANT
I02 PUMP, CONDENSATE
I02 PUMP, DEMINERALIZER
I02 PUMP, EVAPORATOR
I02 PUMP, HYDRAZINE
I02 PUMP, PH CORRECTION
I02 PUMP, PHOSPHATE
I02 PUMP, RECIRCULATION
I02 PUMP, SAMPLE
I02 PUMP, SERVICE WATER
I02 PUMP, SODIUM HYDROXIDE
I02 PUMP, SUMP
I02 PUMP, TRANSFER
I02 PUMP, TRASH
I02 PUMP, VACUUM
I02 PUMP, VACUUM, SEAL OIL
I02 PUMP, WATER CENTRIFUGAL
I02 PUMP, WATER, POTABLE
I02 PUMP, WELL WATER BOOSTER

312-I03

TANK - PURIFICATION SYSTEM

I03 CLARIFIER, WASTE WATER SUPPLY
I03 HEATER, CAUSTIC TANK
I03 LIQUID ALUM SYSTEM, PIPING SYSTEM
I03 MIXER, TANK
I03 PUMP, ACID REGENERATION
I03 RESERVOIR, WATER
I03 TANK, ACID
I03 TANK, ANION EXCHANGE
I03 TANK, CATION EXCHANGE
I03 TANK, CAUSTIC
I03 TANK, COAGULANT
I03 TANK, COAGULANT STORAGE

312: Boiler Plant Equipment (Steam Production)

I03 TANK, CONDENSATE
I03 TANK, CONDENSATE DRAIN
I03 TANK, CONDENSATE STORAGE
I03 TANK, DEGASIFIER & CLEARWELL
I03 TANK, HYDRAZINE
I03 TANK, MIXED BED
I03 TANK, PHOSPHATE
I03 TANK, POTABLE WATER
I03 TANK, RO PLANT
I03 TANK, SULFURIC ACID
I03 TANK, WATER
I03 UNIVERSALEVEL, DREXELBROOK, ACID/CAUSTIC
I03 WASTE WATER CLARIFIER & FILTER WATER TANK

312-I04

WATER SOFTENER OR PURIFICATION SYSTEM

I04 AERATOR, ACID RETENTION
I04 AGITATOR, NEUTRALIZATION PIT, W/MOTOR
I04 ANALYZER, SODIUM, CONDENSATE SYSTEM
I04 BLOWER, AIR, MIXED BED, W/MOTOR
I04 CLARIFIER BUILDING
I04 CLARIFIER, DEMINERALIZED WATER PIPING SYSTEM
I04 CLARIFIERS, PRETREATMENT, FLASH MIX TANKS
I04 CLEANING STATION, WATER PLANT
I04 CONDUIT & CABLE TRAYS @ WATER PLANT
I04 CONTROL, EVAPORATING
I04 CROSSTIE LINE, DEIONIZED WATER
I04 DCS CONTROL SYSTEM, WATER CONTROL DEMINERALIZER
I04 DEMINERALIZER SYSTEM, MAKE UP
I04 EVAPORATOR, FEEDWATER
I04 FEED SYSTEM, POLYMER
I04 FILTER SYSTEM, ACTIVATED CARBON
I04 HEATER, CAUSTIC
I04 HOIST, WATER TREATMENT BLDG CHLORINE
I04 HYPOCHLORINATOR (WATER TREATMENT BLDG.)
I04 LIQUID ALUM FEED SYSTEM FOR ALUM INJECT PUMP SYST
I04 MAIN CONTROL PANEL @ WATER PLANT
I04 METER, CONDUCTIVITY, RO WATER TREATMENT
I04 MONITOR, PH, CONDENSATE
I04 PIPE TRENCH @ WATER PLANT
I04 PIPING SYSTEM, CHEMICAL FEED
I04 PIPING SYSTEM, WASTEWATER POND
I04 PLC SYSTEM
I04 POND, WASTE WATER
I04 POND, WASTE, LINER
I04 PREVENTOR, PLANT BACKFLOW
I04 PUMP, CHEMICAL FEED
I04 REDUCER, CLARIFIER RAKE SPEED
I04 REDUCER, CLARIFIER TURBINE SPEED
I04 REVERSE OSMOSIS SYSTEM
I04 RIVER WATER INTAKE BUILDING
I04 REVERSE OSMOSIS PLANT CONTROLS
I04 SOFTENER, DUAL, W/BRINE STATION
I04 TURBIDIMETER, CLARIFIER
I04 WALKWAY, CONCRETE, ACID RETENTION
I04 WATER HEATER, ANION UNIT, CAUSTIC
I04 WATER TREATMENT BUILDING
I04 WATER TREATMENT CLARIFIER BUILDING

312-I05

WELL

I05 WELL, TEST, POTABLE WATER

312-J01

AIR DUCT SYSTEM

312: Boiler Plant Equipment (Steam Production)

J01 BOILER, ROOF VENTILATOR, DRAFT
J01 CONTROLLER, AIR FLOW
J01 CONTROLLERS, SEAL AIR W/DRIVES
J01 FAN DAMPER, SEAL AIR FAN
J01 FAN, EXHAUST
J01 TUNNEL VENT SYSTEM

312-J02

BLOWER - VENTILATING EQUIPMENT

J02 CLEANER, ELECTRONIC AIR
J02 FAN, PRESSURIZATION
J02 TRANSMITTER, AIR FLOW, W/DRIVES

312-J03

COOLER - VENTILATING EQUIPMENT

J03 COOLER @ STEAM COIL RACK
J03 COOLER, EXTERNAL DRAIN
J03 PUMP, CIRCULATION, CHILLED WATER
J03 PUMP, COOLING WATER, CLOSED
J03 PUMP, COOLING WATER, DIRECT

312-K01

AUTOMATIC CONTROL INSTALLATION

K01 ANALYZER, OXYGEN
K01 BOILER, PRESSURE READOUT
K01 CIRCUIT BREAKER, AC HIGH VOLTAGE
K01 CONTROLLER, COAL AIR TEMP W/DRIVES
K01 CONTROLLER, MILL W/DRIVES
K01 CONTROLS, TRACK HOPPER FEED
K01 FIRE PROTECTION
K01 MOTOR CONTROL CENTER
K01 PYRITE, SYSTEM CONTROLS
K01 STEAM PRESS CONTROL SYSTEM, AUTOMATIC
K01 SWITCHES
K01 THERMAPROBE
K01 TOTALIZER SYSTEM, GAS FLOW
K01 TRANSFORMER

312-K02

MASTER CONTROL INSTALLATION

K02 ANALYZER, OXYGEN, PROBE
K02 CABINET
K02 COMPUTER
K02 CONDUCTIVITY CELL
K02 CONDUCTIVITY MONITOR
K02 CONDUCTOR NT SOFTWARE KITS
K02 CONTROL STATIONS
K02 CONTROLLER, PRESSURE
K02 DAS, EMISSIONS MONITOR
K02 ELECTRIC SERVICE, UNDERGROUND, PH TRIM STATION
K02 GENERATOR, DIESEL, CONTROL SYSTEM, CONTROLS
K02 MODULATING DRIVE (BTG)
K02 MODULATING OPERATOR (BTG)
K02 PANEL, I/O CONNECTOR CONTROL
K02 POSITION CONTROL
K02 SWAMPING BOX (BTG)
K02 TAPE DRIVE, MAGNETIC FOR EPA REPORT EMISSIONS MONI
K02 TEMPERATURE PROCESSOR
K02 TEMPERATURE SIGNAL GENERATOR
K02 TRANSDUCERS & CONTROL VALVES
K02 TRANSMITTER, PRESSURE
K02 UNINTERRUPTIBLE POWER SUPPLY
K02 WORKSTATION CONSOLE, CONTROL ROOM

312-K03

PANEL SECTION OF SWITCH OR BOARD

312: Boiler Plant Equipment (Steam Production)

K03 BOARD, INSTRUMENT GAUGE
K03 BREAKER BOARD, LEAR SIEGLER, INSTACK MONITOR
K03 CABINET
K03 CONTROL BOARD, BTG
K03 PANEL
K03 SWITCHBOARD

312-K04

RECORDING OR INDICATING DEVICE

K04 ALARM ANNUNCIATOR, BTG BOARD
K04 ALARM ANNUNCIATOR, PANALARM
K04 ALARM, PANEL
K04 AMPLIFIER
K04 ANALYZER, PROBE
K04 ANALYZERS
K04 ANALYZER, SO2
K04 ANNUNCIATOR, TERMINATION BAYS, CONTROL PANEL
K04 BALCONIES & TEST PORTS
K04 COMPUTER
K04 CONTROL, DIGITAL, STACK EMISSIONS
K04 CONTROLLER
K04 DAC W/SPECTRAPAK DAHS, STACK EMISSIONS
K04 DATA ACQUISITION SYSTEM
K04 EMISSION MONITORING SYSTEM
K04 INDICATOR, DRUM LEVEL
K04 INFRARED THERMO TEMPERATURE PROBE
K04 INVERTER
K04 METER
K04 MONITOR, CO2
K04 MONITOR, EMISSION
K04 MONITOR PROBE, STACK GAS
K04 MONITOR, OPACITY
K04 MONITOR, SO2
K04 MONITOR, ULTRAFLOW
K04 OPERATORS STATION, NT DISPLAY, WDPF
K04 PRESSURE INDICATOR
K04 PROGRAMMABLE LOGIC CONTROLLER
K04 RACK, INSTRUMENT & CONTROL EQUIPMENT
K04 RECORDER
K04 SEQUENCE OF EVENTS SYSTEM
K04 SOFTWARE, DB DOCUMENT
K04 SOFTWARE, FOR BAILEY CONTROL
K04 SPECTROPHOTOMETER
K04 STACK EMISSIONS, DIGITAL CONTROLS
K04 TESTING METER
K04 THERMOCOUPLE
K04 THERMOMETER
K04 TRANSMISSION
K04 TRANSMISSION METER
K04 TRANSMITTER

312-K05

AIR DRYER

K05 AIR COMPRESSOR
K05 AIR DRYER

312-L02

HEADER OF ANY CLASS OF PIPING

L02 COMPRESSED AIR PIPING
L02 CONDENSATE PIPING
L02 COOLING WATER PIPING
L02 DEMINERALIZED WATER PIPING
L02 STEAM DRAIN PIPING
L02 EXHAUST PIPING
L02 INSTRUMENT AIR PIPING

312: Boiler Plant Equipment (Steam Production)

L02 PIPING SYSTEM, BOILER FEED
L02 PIPING SYSTEM, BOILER, DRAFT
L02 PIPING SYSTEM, CHEMICAL FEED
L02 PIPING SYSTEM, COLD REHEAT
L02 PIPING SYSTEM, HOT REHEAT
L02 PIPING SYSTEM, MAIN STEAM
L02 PIPING SYSTEM, RELIEF VALVE VENTS
L02 PIPING SYSTEM, SERVICE WATER
L02 PIPING SYSTEM, WASTE WATER
L02 PIPING SYSTEM, WET BOTTOM
L02 PIPING SYSTEM, OIL SUPPLY TO BURNERS
L02 POTABLE WATER PIPING
L02 LUBE OIL, PIPING
L02 ROOF, DRAIN PIPING SYSTEM
L02 SERVICE AIR PIPING SYSTEM
L02 STEAM BLOWDOWN, SILENCER
L02 VENT PIPING SYSTEM

312-L03

PIPING, 2" OR OVER, 2 OR MORE UNITS

L03 AIR EXTRACTION PIPING SYSTEM
L03 ASH SEAL PIPING SYSTEM
L03 BOILER, VALVE, RELIEF, VENT PIPING, INSULATION
L03 CENTRAL, VACUUM SUCTION HOSES
L03 CONDENSATE PIPING SYSTEM
L03 DEMINERALIZED PIPING SYSTEM
L03 DRAIN PIPING SYSTEM
L03 FIRE PROTECTION PIPING SYSTEM
L03 HOOD, STEAM LINE
L03 HOT REHEAT PIPING SYSTEM
L03 IGNITION OIL PIPING SYSTEM
L03 INSTRUMENT AIR PIPING SYSTEM
L03 INSULATE PIPING BOILER PLANT PIPING
L03 MAIN STEAM PIPING SYSTEM
L03 PIPING SYSTEM, BLEED STEAM
L03 PIPING SYSTEM, BOILER FEED
L03 PIPING SYSTEM, CENTRAL VACUUM
L03 PIPING SYSTEM, CERAMIC COAL
L03 PIPING SYSTEM, CHEMICAL CLEANING
L03 PIPING SYSTEM, CHEMICAL FEED SYSTEM
L03 PIPING SYSTEM, COAL REHEAT
L03 PIPING SYSTEM, HYDROGEN
L03 PIPING SYSTEM, LUBE OIL
L03 PIPING SYSTEM, OBSERVATION PORT
L03 PIPING SYSTEM, SERVICE AIR
L03 PIPING SYSTEM, STEAM, BOILER, AUX
L03 PIPING SYSTEM, SULPHURIC ACID
L03 POLISHER, CONDENSATE, WATER TREATMENT
L03 POTABLE WATER, PIPING SYSTEM
L03 SERVICE WATER, PIPING SYSTEM
L03 WASTE WATER PIPING
L03 WATER LINE, BOILER SLAG CONTROL

312-L04

PIPING, 2" OR OVER, 1 OR MORE UNITS & HEADER

L04 PIPING SYSTEM, CERAMIC COAL, CLASSIFIERS/BURNERS
L04 PIPING SYSTEM, WET BOTTOM, ASH POND
L04 VACUUM TRUCK, PORTABLE PIPING

312-L05

TRAP, HIGH PRESSURE

L05 TRAPS

312-L06

SEPARATOR OR PURIFIER, STEAM

312: Boiler Plant Equipment (Steam Production)

L06 SEPARATOR, VAPOR

312-L07

RELATIVELY COSTLY VALVES

L07 VALVE
L07 VALVE, AIR COMPRESSOR
L07 VALVE, AIR HEATER CROSS TIE
L07 VALVE, AIR HEATER DRAIN LINE
L07 VALVE, ASH HANDLING, ASSEMBLY
L07 VALVE, ASH LINE, ASSY
L07 VALVE, ASH OVERFLOW
L07 VALVE, ASH REMOVAL, MATERIAL HANDLING
L07 VALVE, ASH SEAL PIPING SYSTEM
L07 VALVE, ASH SLUICE
L07 VALVE, ASH SLUICE PUMP, OUTBOARD
L07 VALVE, ASH SYSTEM
L07 VALVE, AUX STEAM
L07 VALVE, AUX WATER
L07 VALVE, BLEED PUMP
L07 VALVE, BLOWDOWN
L07 VALVE, BOILER
L07 VALVE, BOTTOM ASH
L07 VALVE, CIRCULATING, WATER
L07 VALVE, CLARIFIER
L07 VALVE, CLARIFIER INLET CONTROL
L07 VALVE, COAL
L07 VALVE, COLD REHEAT
L07 VALVE, CONDENSOR
L07 VALVE, COOLING WATER SYSTEM
L07 VALVE, CSI
L07 VALVE, DEMINERALIZED
L07 VALVE, DRAIN
L07 VALVE, DRIP
L07 VALVE, DRUM BLOCK
L07 VALVE, DRUM, SAFETY
L07 VALVE, DUST COLLECTOR
L07 VALVE, ECONOMIZER
L07 VALVE, EVAPORATING STEAM
L07 VALVE, FEEDWATER
L07 VALVE, FEEDWATER SUPERHEAT SPRAY
L07 VALVE, FEEDWATER, REGULATING
L07 VALVE, FIRE WATER DELUGE
L07 VALVE, FLYASH
L07 VALVE, HYDROVACTOR INLET
L07 VALVE, IK BLOCK
L07 VALVE, IR BLOCK
L07 VALVE, KNIFEGATE
L07 VALVE, LOW PRESSURE, STEAM HEADER, CROSS-TIE
L07 VALVE, LUBE OIL COOLER
L07 VALVE, MANUAL ISOLATION
L07 VALVE, MILL
L07 VALVE, PLANT DISCHARGE PUMP
L07 VALVE, PRECIPITATOR
L07 VALVE, PULVERIZER
L07 VALVE, PYRITE
L07 VALVE, PYRITE HOPPER
L07 VALVE, PYRITE JET PUMP, WATER SUPPLY
L07 VALVE, NON-RETURN/REVERSE CURRENT
L07 VALVE, REACTION TANK
L07 VALVE, RECLAIM, WATER SYSTEM
L07 VALVE, RELIEF
L07 VALVE, RELIEF, VENTS
L07 VALVE, RIVER WATER
L07 VALVE, ROOF DRAIN

312: Boiler Plant Equipment (Steam Production)

L07 VALVE, SAFETY, MAIN STEAM
L07 VALVE, SAFETY, PRESSURE
L07 VALVE, SAFETY, REHEATER
L07 VALVE, SAFETY, STEAM COIL
L07 VALVE, SAFETY, SUPERHEATER
L07 VALVE, SEAL AIR FAN, FLANGE
L07 VALVE, SILO SUMP PUMP
L07 VALVE, SOOTBLOWER
L07 VALVE, STEAM SEAL DRUM
L07 VALVE, STEAM SPRAY
L07 VALVE, SUMP PUMP
L07 VALVE, SUPERHEAT
L07 VALVE, SUPERHEAT SPRAY
L07 VALVE, WASTE WATER
L07 VALVE, WATER TREATMENT
L07 VALVE, WETBOTTOM

312-L08

FREEZE PROTECTION FOR PIPING

L08 FREEZE PROTECTION

312-M02

PONDS, LANDFILL RUN-OFF

M02 POND, ASH HANDLING SYSTEM, WASTE WATER, LANDFILL
M02 TRIM SYSTEM, PH, @LAB, LANDFILL

312-Q01

NEURAL NETWORK SYSTEM

Q01 AIR REGISTER DRIVE, BURNER
Q01 ALARM SYSTEM ANNUNCIATOR
Q01 BURNER MANAGEMENT SYSTEM
Q01 BURNER AIR MANAGEMENT, INDIVIDUAL
Q01 COAL PIPE ORIFICE, FUEL FLOW MONITORING / BALANCING
Q01 COMBUSTION CONTROL SYSTEM WITH LOAD DISPATCH
Q01 COMPUTER CONTROL SYSTEM
Q01 DATA ACQUISITION SYSTEM
Q01 ECT SYSTEM, FUEL FLOW MONITORING AND BALANCING
Q01 NEURAL NETWORK SYSTEM
Q01 PI-ARCHIVING SYSTEM
Q01 SAFEFLAME DFS SCANNER/ARCH
Q01 SPARE PARTS

312-R01

COAL REBURN NETWORK SYSTEM

R01 ALARM SYSTEM ANNUNCIATOR
R01 BASKETS, AIRHEATER COLDEND
R01 BOOST AIR HOSE
R01 BOOST AIR PIPING
R01 BOOST AIR PIPING, DAMPER
R01 BOOST AIR PIPING, DAMPER DRIVE
R01 BRICK LINING, INTERNAL
R01 CLEANING DEVICE, AIRHEATER HOTEND
R01 COAL PIPING
R01 COAL PIPING, ISOLATION VALVE
R01 COMPUTER & SOFTWARE
R01 DUCT MONITOR
R01 FLOW TRANSMITTER
R01 HARDWARE
R01 HOTEND LAYER, AIRHEATER
R01 INJECTOR
R01 INJECTOR, COAL REBURN
R01 INJECTOR, COAL REBURN, TUBE PANEL
R01 INJECTOR, COAL REBURN, BOOST AIR HOSE
R01 INJECTOR, EXPANSION JOINT
R01 INJECTOR, INNER DRIVE

312: Boiler Plant Equipment (Steam Production)

R01 INJECTOR, OUTER DRIVE
R01 INJECTOR, TUBE PANEL
R01 LAGGING & INSULATION
R01 OFA DUCT
R01 OFA DUCT DAMPER
R01 OFA DUCT DAMPER DRIVE
R01 OFA DUCT EXPANSION JOINT
R01 OFA DUCT INSULATION
R01 PROBE
R01 SCANNER SYSTEM/ARCHITECTURE
R01 STABILIZER RING
R01 TRANSMITTER, TEMPERATURE
R01 TRIMMING DAMPER

312-S01

SCR

S01 AC INPUTS / RELAY OUTPUTS, BASE UNIT, MICRO LOGIX, PLC CONTROL
S01 AC POWER SUPPLY, LOGIX, PLC CONTROL
S01 ANALYZER, NOX
S01 ASSEMBLY, CATALYST, CART
S01 ASSEMBLY, CATALYST, CART TRACK
S01 ASSEMBLY, CATALYST, SEAL PLATE
S01 ASSEMBLY, CROSS ARM, RAKE SOOTBLOWER
S01 ASSEMBLY, FEED TUBE, RAKE SOOTBLOWER
S01 ASSEMBLY, HOPPER MODULE
S01 ASSEMBLY, REACTOR
S01 ASSEMBLY, REACTOR, TUBE BUNDLE
S01 ASSEMBLY, RECTIFIER MODULE
S01 BOILER BYPASS, ECONOMIZER SECTION TUBE SURFACE
S01 BOILER BYPASS, REHEATER SECTION TUBE SURFACE
S01 CATALYST, REACTOR
S01 COMPUTER, GEMS
S01 CONTROL PANEL, E-STOP, PLC
S01 CONTROL PANEL, E-STOP, REMOTE CONTROL, PLC
S01 CONTROL PANEL, MAIN, PLC
S01 CPU, LOGIX, PLC CONTROL
S01 DAMPER, DOUBLE LOUVER, BYPASS
S01 DAMPER, FAN INLET, ID FAN
S01 DAMPER, FAN OUTLET, ID FAN
S01 DAMPER, GUILLOTINE INLET
S01 DAMPER, GUILLOTINE OUTLET
S01 DESUPERHEATER, STEAM CONDITIONING
S01 DRIVEN COUPLING REXNORD, ID FAN AND MOTOR
S01 DUCT, BREECHING BYPASS
S01 DUCT, BREECHING INLET
S01 DUCT, BREECHING OUTLET
S01 DUCT, ECONOMIZER OUTLET
S01 DUCT, INLET INTERIOR, ELBOW CAP
S01 DUCT, REACTOR, PRIMARY AIR
S01 ELEMENT, COLD END, AIRHEATER, PRIMARY
S01 ELEMENT, COLD END, AIRHEATER, SECONDARY
S01 ELEMENT, HOT END, AIRHEATER, PRIMARY
S01 ELEMENT, HOT END, AIRHEATER, SECONDARY
S01 ETHERNET ADAPTER, PLC CONTROL
S01 ETHERNET BRIDGE, SINGLE PORT, PLC CONTROL
S01 ETHERNET HUB, DIN-RAIL MOUNTING, PLC CONTROL
S01 ETHERNET INTERFACE, MICRO LOGIX, PLC CONTROL
S01 EXPANSION JOINT, AIR HEATER INLET
S01 EXPANSION JOINT, BYPASS
S01 EXPANSION JOINT, ECONOMIZER INLET
S01 EXPANSION JOINT, ECONOMIZER OUTLET
S01 EXPANSION JOINT, METALLIC, DILUTION / SEAL AIR
S01 EXPANSION JOINT, NON-METALLIC, DILUTION / SEAL AIR

312: Boiler Plant Equipment (Steam Production)

S01 EXPANSION JOINT, OUTLET
S01 EXPANSION JOINT, P.A. DUCT
S01 FAN ASSEMBLY, DILUTION / SEAL AIR
S01 FLOW ELEMENT, HEADER, STEAM CONDITIONING
S01 FLUE GAS DUCT, BREECHING, AIR HEATER
S01 FOUNDATIONS, AMMONIA AREA
S01 FOUNDATIONS, ID FAN
S01 FOUNDATIONS, SCR / DUCT
S01 HMI - CLIENT / SERVER SOFTWARE
S01 HMI - MONITORS
S01 HMI - OPERATE IT SERVERS
S01 HMI - OPERATOR MONITORS
S01 HMI - PERSONAL COMPUTERS
S01 HMI - PROJECTION MONITORS
S01 HOIST / TROLLEY, CATALYST
S01 I/O PANEL, REMOTE CONTROL, PLC
S01 IMPELLER, ID FAN AND MOTOR
S01 INJECTION FLOW, CONTROL SKID
S01 INJECTION FLOW, TRANSMITTER
S01 INJECTION HEADER, PRESSURE TRANSMITTER
S01 INPUT MODULE, 4 CHANNEL ANALOG, MICRO LOGIX, PLC CONTROL
S01 INPUT MODULE, AC ISOLATION, LOGIX, PLC CONTROL
S01 INPUT MODULE, ISOLATION, LOGIX, PLC CONTROL
S01 INPUT MODULE, LOGIX, PLC CONTROL
S01 INPUT MODULE, VAC, MICRO LOGIX, PLC CONTROL
S01 INSTRUMENT AIR SYSTEM
S01 LEAK DETECTOR, NH3
S01 LEAK DETECTOR, TRUCK UNLOADING, NH3
S01 LEVEL INDICATOR, NH3 STORAGE
S01 MANIFOLD, TANK PRESSURE RELIEF, NH3 STORAGE
S01 MONITOR, PLC CONTROL
S01 MOTOR, ID FAN AND MOTOR
S01 NET BRIDGE, SINGLE PORT, PLC CONTROL
S01 NOX ANALYZER, TLI METAL BLDG.
S01 OUTPUT MODULE, AC/DC RELAY, MICRO LOGIX, PLC CONTROL
S01 OUTPUT MODULE, RELAY, LOGIX, PLC CONTROL
S01 PANEL, TRUCK UNLOADING STATION, PLC CONTROL
S01 PC, DESKTOP, PLC CONTROL
S01 PC, DIN RAIL MOUNT INDUSTRIAL, PLC CONTROL
S01 PIPE, LIQUID, RAILCAR UNLOADING, NH3 STORAGE
S01 PIPE, VAPOR, RAILCAR UNLOADING, NH3 STORAGE
S01 PIPING, DILUTION / SEAL AIR
S01 POTABLE WATER SYSTEM
S01 POWER SUPPLY, MICRO LOGIX, PLC CONTROL
S01 PROBE, GAS ANALYZER, INLET, NOX
S01 PROBE, GAS ANALYZER, OUTLET, NOX
S01 PROCESSOR UNIT, MICRO LOGIX, PLC CONTROL
S01 PUMP, MAGNETIC DRIVE, TEMPERATURE
S01 PUMP, NH3
S01 PUMP, SKID, NH3
S01 PUMP, UPSTREAM, FILTER, NH3
S01 REXA ACTUATOR, FAN INLET DAMPER, ID FAN
S01 REXA ACTUATOR, FAN OUTLET DAMPER, ID FAN
S01 ROTOR, ID FAN AND MOTOR
S01 SCANNER, DEVICE NET, MICRO LOGIX, PLC CONTROL
S01 SHAFT, ID FAN AND MOTOR
S01 SKID, TRUCK UNLOADING, NH3
S01 SLOT CHASSIS, LOGIX 13, PLC CONTROL
S01 SLOT FILLER MODULE, PLC CONTROL
S01 SOOTBLOWER PANEL, PLC CONTROL
S01 SOOTBLOWER, RAKE
S01 STEAM COIL, PREHEATER, DILUTION / SEAL AIR
S01 STORAGE TANK, NH3 AMMONIA

312: Boiler Plant Equipment (Steam Production)

S01 STRUCTURAL STEEL, AMMONIA AREA
S01 STRUCTURAL STEEL, SCR / DUCT
S01 TERMINAL BLOCK, REMOVABLE, LOGIX, PLC CONTROL
S01 TERMINATOR, LEFT END CAP, MICRO LOGIX, PLC CONTROL
S01 TERMINATOR, RIGHT END CAP, MICRO LOGIX, PLC CONTROL
S01 TOUCH SCREEN, FLAT PANEL, PLC CONTROL
S01 TRANSMITTER, AIR HEADER, FLOW
S01 TRANSMITTER, LEVEL, NH3 STORAGE
S01 TRANSMITTER, PRESSURE, NH3 STORAGE
S01 TRANSMITTER, PRESSURE, NH3 STORAGE TANK
S01 TRANSMITTER, TEMPERATURE, NH3 STORAGE
S01 VALVE, BALANCING
S01 VALVE, CHECK, CONDENSATE OUTLET
S01 VALVE, CHECK, LIQUID FILL, NH3 STORAGE
S01 VALVE, DRAIN, PUMP SUPPLY, NH3 STORAGE
S01 VALVE, EXCESS FLOW, AMMONIA TANK, NH3 STORAGE
S01 VALVE, EXCESS FLOW, PUMP RETURN, NH3 STORAGE
S01 VALVE, EXCESS FLOW, PUMP SUPPLY, NH3 STORAGE
S01 VALVE, EXCESS FLOW, VAPOR BALANCE, NH3 STORAGE
S01 VALVE, FAN OUTLET, DILUTION / SEAL AIR
S01 VALVE, FILTER UPSTREAM CONTROL
S01 VALVE, INJECTION CONTROL
S01 VALVE, INJECTION LIQUID LINE, HYDRO.
S01 VALVE, INLET ISOLATION, DILUTION / SEAL AIR
S01 VALVE, INLET ISOLATION, STEAM CONDITIONING
S01 VALVE, ISOLATION
S01 VALVE, ISOLATION, CONDENSATE OUTLET
S01 VALVE, ISOLATION, LIQUID FILL, NH3 STORAGE
S01 VALVE, ISOLATION, LIQUID FILL, NH3 STORAGE TANK
S01 VALVE, ISOLATION, NH3 STORAGE TANK
S01 VALVE, ISOLATION, PUMP RETURN, NH3 STORAGE
S01 VALVE, ISOLATION, PUMP RETURN, NH3 STORAGE TANK
S01 VALVE, ISOLATION, PUMP SUPPLY, NH3 STORAGE
S01 VALVE, ISOLATION, PUMP SUPPLY, NH3 STORAGE TANK
S01 VALVE, ISOLATION, STEAM CONDITIONING
S01 VALVE, ISOLATION, VAPOR BALANCE, NH3 STORAGE
S01 VALVE, ISOLATION, VAPOR BALANCE, NH3 STORAGE TANK
S01 VALVE, LIQUID LINE HYDRO. RELIEF, TRUCK UNLOADING, NH3
S01 VALVE, LIQUID LINE ISOLATION, TRUCK UNLOADING, NH3
S01 VALVE, LIQUID PIPE, HYDRO. RELIEF, NH3 STORAGE
S01 VALVE, OUTLET ISOLATION, DILUTION / SEAL AIR
S01 VALVE, POPPET, RAKE SOOTBLOWER
S01 VALVE, PRESSURE RELIEF, NH3 STORAGE TANK
S01 VALVE, PRESSURE RELIEF, STEAM CONDITIONING
S01 VALVE, PUMP SUPPLY, DRAIN, NH3 STORAGE
S01 VALVE, PUMP, DISCHARGE HYDRO.
S01 VALVE, PUMP, NH3 SUCTION INTERCONNECTING
S01 VALVE, PUMP, RETURN HYDRO.
S01 VALVE, PUMP, SUCTION HYDRO.
S01 VALVE, PUMP, SUCTION ISOLATION
S01 VALVE, RELIEF, LIQUID FILL HYDRO., NH3 STORAGE
S01 VALVE, RELIEF, LIQUID FILL, TANK, NH3 STORAGE
S01 VALVE, RELIEF, PUMP RETURN HYDRO., NH3 STORAGE
S01 VALVE, RELIEF, PUMP SUPPLY HYDRO., NH3 STORAGE
S01 VALVE, RELIEF, TANK PRESSURE, NH3 STORAGE
S01 VALVE, RETURN HYDRO., NH3 STORAGE
S01 VALVE, STEAM INLET, ISOLATION
S01 VALVE, TEMPERATURE CONTROL
S01 VALVE, TEMPERATURE CONTROL, STEAM CONDITIONING
S01 VALVE, VAPOR BALANCE, NH3 STORAGE TANK

312-T01

ADVANCED OVER-FIRED AIR

T01 AIR REGISTER DRIVE, BURNER

312: Boiler Plant Equipment (Steam Production)

T01 BOX, DAMPER
T01 BOX, DAMPER DRIVE
T01 BOX, EXPANSION JOINT
T01 CAMS SYSTEM AUTO / ACKNOWLEDGMENT PURGE & TRANSMITTER, OFA
T01 COAL PIPE ORIFICE
T01 CONTROL SYSTEM, MOD BUD INTERFACE
T01 CONTROL SYSTEM, PCS
T01 CONTROL SYSTEM, SOFTWARE
T01 DAMPER DRIVE, POSITION TRANSMITTER, OFA
T01 DATA ACQUISITION SYSTEM
T01 DUCTWORK
T01 ECT SYSTEM
T01 EXPANSION JOINT, SIDEWALL INJECTOR
T01 FAN
T01 FAN, DRIVE MOTOR
T01 FAN, DAMPER
T01 FAN, DAMPER DRIVE
T01 FAN, EXPANSION JOINT
T01 FAN, ELECTRICAL FEED BREAKER
T01 FLOW ELEMENT, OFA
T01 FLOW MEASUREMENT SYSTEM
T01 FOUNDATION
T01 HMI - OPERATOR CONSOLE
T01 HMI - OPERATOR MONITORS
T01 HMI - PERSONAL COMPUTERS
T01 HMI - SOFTWARE
T01 IGNITION GAS BLEED
T01 IGNITION GAS BLOCK
T01 INJECTOR, TUBEWALL PENETRATIONS, FRONTWALL
T01 INJECTOR, TUBEWALL PENETRATIONS, SIDEWALL
T01 OVERFIRE AIR INJECTOR, FRONTWALL INJECTOR
T01 OVERFIRE AIR INJECTOR, SIDEWALL INJECTOR
T01 PROBE SIGNAL PROCESSOR, C.O. MONITORING GRID
T01 PROBE, C.O. MONITORING GRID
T01 PROBE, O2
T01 SPRING SUPPORT, SIDEWALL INJECTOR
T01 STRUCTURAL STEEL

312-U01

REID NATURAL GAS CONVERSION

UO1 ELECTRICAL WIRING
UO1 FLOW REGULATOR
UO1 FLUE GAS RECIRCULATION DUCT
UO1 GAS BURNERS, DBR
UO1 GAS FLOW CONTROL VALVE, MAIN
UO1 GAS FLOW ELEMENT
UO1 GAS HOSE, FLEXIBLE
UO1 GAS PIPE
UO1 GAS PRESSURE REGULATOR VALVE, MAIN
UO1 GAS STOP VALVE, MAIN
UO1 GAS TRIFECTA VALVE ASSEMBLY
UO1 JORDAN LINEAR DRIVES
UO1 LOCAL INSTRUMENTATION
UO1 NITROGEN BLANKET, GAS PIPE
UO1 PIPE, STEEL, UNDERGROUND
UO1 PLC MODS AND PROGRAMMING
UO1 PRESSURE TRANSMITTER
UO1 SPARK RODS
UO1 TRANSMITTERS
UO1 TUBING, STAINLESS
UO1 VALVE, MANUAL STOP
UO1 VALVE, PNEUMATIC GAS CHARGING
UO1 VALVE, PNEUMATIC GAS VENT
UO1 VALVE, PRESSURE REGULATOR, MAIN

312: Boiler Plant Equipment (Steam Production)

U01 VALVE, PRESSURE RELIEF
U01 VENT PIPE

312-V01 SCR - HMP&L

V01 AC INPUTS / RELAY OUTPUTS, BASE UNIT, MICRO LOGIX, PLC CONTROL
V01 AC POWER SUPPLY, LOGIX, PLC CONTROL
V01 AIR PREHEATER
V01 ANALYZER, NOX
V01 ASSEMBLY, CATALYST, CART
V01 ASSEMBLY, CATALYST, CART TRACK
V01 ASSEMBLY, CATALYST, SEAL PLATE
V01 ASSEMBLY, CROSS ARM, RAKE SOOTBLOWER
V01 ASSEMBLY, FEED TUBE, RAKE SOOTBLOWER
V01 ASSEMBLY, HOPPER MODULE
V01 ASSEMBLY, REACTOR
V01 ASSEMBLY, REACTOR, TUBE BUNDLE
V01 ASSEMBLY, RECTIFIER MODULE
V01 BOILER BYPASS, ECONOMIZER SECTION TUBE SURFACE
V01 BOILER BYPASS, REHEATER SECTION TUBE SURFACE
V01 CATALYST, REACTOR
V01 COMPUTER, CEMS
V01 CONTROL PANEL, E-STOP, PLC
V01 CONTROL PANEL, E-STOP, REMOTE CONTROL, PLC
V01 CONTROL PANEL, MAIN, PLC
V01 CPU, LOGIX, PLC CONTROL
V01 DAMPER, DOUBLE LOUVER, BYPASS
V01 DAMPER, FAN INLET, ID FAN
V01 DAMPER, FAN OUTLET, ID FAN
V01 DAMPER, GUILLOTINE INLET
V01 DAMPER, GUILLOTINE OUTLET
V01 DESUPERHEATER, STEAM CONDITIONING
V01 DRIVEN COUPLING REXNORD, ID FAN AND MOTOR
V01 DUCT, BREECHING BYPASS
V01 DUCT, BREECHING INLET
V01 DUCT, BREECHING OUTLET
V01 DUCT, ECONOMIZER OUTLET
V01 DUCT, INLET INTERIOR, ELBOW CAP
V01 DUCT, REACTOR, PRIMARY AIR
V01 ELEMENT, COLD END, AIRHEATER, PRIMARY
V01 ELEMENT, COLD END, AIRHEATER, SECONDARY
V01 ELEMENT, HOT END, AIRHEATER, PRIMARY
V01 ELEMENT, HOT END, AIRHEATER, SECONDARY
V01 ETHERNET ADAPTER, PLC CONTROL
V01 ETHERNET BRIDGE, SINGLE PORT, PLC CONTROL
V01 ETHERNET HUB, DIN-RAIL MOUNTING, PLC CONTROL
V01 ETHERNET INTERFACE, MICRO LOGIX, PLC CONTROL
V01 EXPANSION JOINT, AIR HEATER INLET
V01 EXPANSION JOINT, BYPASS
V01 EXPANSION JOINT, ECONOMIZER INLET
V01 EXPANSION JOINT, ECONOMIZER OUTLET
V01 EXPANSION JOINT, METALLIC, DILUTION / SEAL AIR
V01 EXPANSION JOINT, NON-METALLIC, DILUTION / SEAL AIR
V01 EXPANSION JOINT, OUTLET
V01 EXPANSION JOINT, P.A. DUCT
V01 FAN ASSEMBLY, DILUTION / SEAL AIR
V01 FLOW ELEMENT, HEADER, STEAM CONDITIONING
V01 FLUE GAS DUCT, BREECHING, AIR HEATER
V01 FOUNDATIONS, AMMONIA AREA
V01 FOUNDATIONS, ID FAN
V01 FOUNDATIONS, SCR / DUCT
V01 HMI - CLIENT / SERVER SOFTWARE
V01 HMI - MONITORS

312: Boiler Plant Equipment (Steam Production)

V01 HMI - OPERATE IT SERVERS
V01 HMI - OPERATOR MONITORS
V01 HMI - PERSONAL COMPUTERS
V01 HMI - PROJECTION MONITORS
V01 HOIST / TROLLEY, CATALYST
V01 I/O PANEL, REMOTE CONTROL, PLC
V01 IMPELLER, ID FAN AND MOTOR
V01 INJECTION FLOW, CONTROL SKID
V01 INJECTION FLOW, TRANSMITTER
V01 INJECTION HEADER, PRESSURE TRANSMITTER
V01 INPUT MODULE, 4 CHANNEL ANALOG, MICRO LOGIX, PLC CONTROL
V01 INPUT MODULE, AC ISOLATION, LOGIX, PLC CONTROL
V01 INPUT MODULE, ISOLATION, LOGIX, PLC CONTROL
V01 INPUT MODULE, LOGIX, PLC CONTROL
V01 INPUT MODULE, VAC, MICRO LOGIX, PLC CONTROL
V01 INSTRUMENT AIR SYSTEM
V01 LEAK DETECTOR, NH3
V01 LEAK DETECTOR, TRUCK UNLOADING, NH3
V01 LEVEL INDICATOR, NH3 STORAGE
V01 MANIFOLD, TANK PRESSURE RELIEF, NH3 STORAGE
V01 MONITOR, PLC CONTROL
V01 MOTOR, ID FAN AND MOTOR
V01 NET BRIDGE, SINGLE PORT, PLC CONTROL
V01 NOX ANALYZER, TLI METAL BLDG.
V01 OUTPUT MODULE, AC/DC RELAY, MICRO LOGIX, PLC CONTROL
V01 OUTPUT MODULE, RELAY, LOGIX, PLC CONTROL
V01 PANEL, TRUCK UNLOADING STATION, PLC CONTROL
V01 PC, DESKTOP, PLC CONTROL
V01 PC, DIN RAIL MOUNT INDUSTRIAL, PLC CONTROL
V01 PIPE, LIQUID, RAILCAR UNLOADING, NH3 STORAGE
V01 PIPE, VAPOR, RAILCAR UNLOADING, NH3 STORAGE
V01 PIPING, DILUTION / SEAL AIR
V01 POTABLE WATER SYSTEM
V01 POWER SUPPLY, MICRO LOGIX, PLC CONTROL
V01 PROBE, GAS ANALYZER, INLET, NOX
V01 PROBE, GAS ANALYZER, OUTLET, NOX
V01 PROCESSOR UNIT, MICRO LOGIX, PLC CONTROL
V01 PUMP, MAGNETIC DRIVE, TEMPERATURE
V01 PUMP, NH3
V01 PUMP, SKID, NH3
V01 PUMP, UPSTREAM, FILTER, NH3
V01 REXA ACTUATOR, FAN INLET DAMPER, ID FAN
V01 REXA ACTUATOR, FAN OUTLET DAMPER, ID FAN
V01 ROTOR, ID FAN AND MOTOR
V01 SCANNER, DEVICE NET, MICRO LOGIX, PLC CONTROL
V01 SHAFT, ID FAN AND MOTOR
V01 SKID, TRUCK UNLOADING, NH3
V01 SLOT CHASSIS, LOGIX 13, PLC CONTROL
V01 SLOT FILLER MODULE, PLC CONTROL
V01 SOOTBLOWER PANEL, PLC CONTROL
V01 SOOTBLOWER, RAKE
V01 STEAM COIL, PREHEATER, DILUTION / SEAL AIR
V01 STORAGE TANK, NH3 AMMONIA
V01 STRUCTURAL STEEL, AMMONIA AREA
V01 STRUCTURAL STEEL, SCR / DUCT
V01 TERMINAL BLOCK, REMOVABLE, LOGIX, PLC CONTROL
V01 TERMINATOR, LEFT END CAP, MICRO LOGIX, PLC CONTROL
V01 TERMINATOR, RIGHT END CAP, MICRO LOGIX, PLC CONTROL
V01 TOUCH SCREEN, FLAT PANEL, PLC CONTROL
V01 TRANSMITTER, AIR HEADER, FLOW
V01 TRANSMITTER, LEVEL, NH3 STORAGE
V01 TRANSMITTER, PRESSURE, NH3 STORAGE
V01 TRANSMITTER, PRESSURE, NH3 STORAGE TANK

312: Boiler Plant Equipment (Steam Production)

V01 TRANSMITTER, TEMPERATURE, NH3 STORAGE
V01 VALVE, BALANCING
V01 VALVE, CHECK, CONDENSATE OUTLET
V01 VALVE, CHECK, LIQUID FILL, NH3 STORAGE
V01 VALVE, DRAIN, PUMP SUPPLY, NH3 STORAGE
V01 VALVE, EXCESS FLOW, AMMONIA TANK, NH3 STORAGE
V01 VALVE, EXCESS FLOW, PUMP RETURN, NH3 STORAGE
V01 VALVE, EXCESS FLOW, PUMP SUPPLY, NH3 STORAGE
V01 VALVE, EXCESS FLOW, VAPOR BALANCE, NH3 STORAGE
V01 VALVE, FAN OUTLET, DILUTION / SEAL AIR
V01 VALVE, FILTER UPSTREAM CONTROL
V01 VALVE, INJECTION CONTROL
V01 VALVE, INJECTION LIQUID LINE, HYDRO.
V01 VALVE, INLET ISOLATION, DILUTION / SEAL AIR
V01 VALVE, INLET ISOLATION, STEAM CONDITIONING
V01 VALVE, ISOLATION
V01 VALVE, ISOLATION, CONDENSATE OUTLET
V01 VALVE, ISOLATION, LIQUID FILL, NH3 STORAGE
V01 VALVE, ISOLATION, LIQUID FILL, NH3 STORAGE TANK
V01 VALVE, ISOLATION, NH3 STORAGE TANK
V01 VALVE, ISOLATION, PUMP RETURN, NH3 STORAGE
V01 VALVE, ISOLATION, PUMP RETURN, NH3 STORAGE TANK
V01 VALVE, ISOLATION, PUMP SUPPLY, NH3 STORAGE
V01 VALVE, ISOLATION, PUMP SUPPLY, NH3 STORAGE TANK
V01 VALVE, ISOLATION, STEAM CONDITIONING
V01 VALVE, ISOLATION, VAPOR BALANCE, NH3 STORAGE
V01 VALVE, ISOLATION, VAPOR BALANCE, NH3 STORAGE TANK
V01 VALVE, LIQUID LINE HYDRO. RELIEF, TRUCK UNLOADING, NH3
V01 VALVE, LIQUID LINE ISOLATION, TRUCK UNLOADING, NH3
V01 VALVE, LIQUID PIPE, HYDRO. RELIEF, NH3 STORAGE
V01 VALVE, OUTLET ISOLATION, DILUTION / SEAL AIR
V01 VALVE, POPPET, RAKE SOOTBLOWER
V01 VALVE, PRESSURE RELIEF, NH3 STORAGE TANK
V01 VALVE, PRESSURE RELIEF, STEAM CONDITIONING
V01 VALVE, PUMP SUPPLY, DRAIN, NH3 STORAGE
V01 VALVE, PUMP, DISCHARGE HYDRO.
V01 VALVE, PUMP, NH3 SUCTION INTERCONNECTING
V01 VALVE, PUMP, RETURN HYDRO.
V01 VALVE, PUMP, SUCTION HYDRO.
V01 VALVE, PUMP, SUCTION ISOLATION
V01 VALVE, RELIEF, LIQUID FILL HYDRO., NH3 STORAGE
V01 VALVE, RELIEF, LIQUID FILL, TANK, NH3 STORAGE
V01 VALVE, RELIEF, PUMP RETURN HYDRO., NH3 STORAGE
V01 VALVE, RELIEF, PUMP SUPPLY HYDRO., NH3 STORAGE
V01 VALVE, RELIEF, TANK PRESSURE, NH3 STORAGE
V01 VALVE, RETURN HYDRO., NH3 STORAGE
V01 VALVE, STEAM INLET, ISOLATION
V01 VALVE, TEMPERATURE CONTROL
V01 VALVE, TEMPERATURE CONTROL, STEAM CONDITIONING
V01 VALVE, VAPOR BALANCE, NH3 STORAGE TANK

314: Turbogenerator Units (Steam Production)

314-A01

EQUIPMENT, STARTING AND TURNING

A01 PANEL, TURBINE START UP
A01 TURNING GEAR, TURBINE

314-A02

EXCITATION SYSTEM

A02 EXCITER
A02 GENERATOR EXCITATION SYSTEM
A02 GENERATOR, VOLTAGE REGULATOR, CONTROL SYSTEM
A02 MOTOR, TURNING GEAR TURBINE EXCHANGER END
A02 VOLTAGE REGULATOR

314-A03

FOUNDATION - TURBOGENERATOR INSTAL.

A03 FOUNDATION, CONCRETE, TURBINE MAT & PEDESTAL
A03 FOUNDATION, EXCITER
A03 FOUNDATION, GENERATOR
A03 FOUNDATION, TURBINE

314-A04

GENERATOR - TURBOGENERATOR INSTAL

A04 CONDENSER, VACUUM PUMP
A04 DRYER, HYDROGEN
A04 GENERATOR, HYDROGEN COOLERS
A04 GENERATOR, ROTOR
A04 GENERATOR, ROTOR, WEDGING
A04 GENERATOR, STATOR
A04 GENERATOR, STATOR, WEDGING
A04 RELAY, SYNCHRONIZED, CHECK, GENERATOR
A04 TURBINE SEAL OIL UNIT

314-A05

GOVERNOR CONTROL SYSTEM

A05 CONTROL SYS, AUTOMATIC GENERATION
A05 DCS TURBINE CONTROLS
A05 ELECTRO HYDRAULIC CONTROL, PIPING SYSTEM
A05 PRESSURE PUMP, ELECTRO-HYDRAULIC TURBINE

314-A06

REMOTE CONTROL RHEOSTAT & FIELD SWITCH

A06 COMPUTER
A06 COMPUTER, DATA LOGGER
A06 GENERATOR LOAD FREQUENCY CONTROL UNIT
A06 GENERATOR, CURRENT TRANSFORMERS
A06 SOFTWARE

314-A08

TURBINE - TURBOGENERATOR INSTAL

A08 COMPUTER, TURBINE MONITOR
A08 ENCLOSURE, TURBINE
A08 ENCLOSURE, TURBINE, HP
A08 ENCLOSURE, TURBINE, LP
A08 POWER SUPPLY, TURBINE SYSTEM
A08 SOFTWARE
A08 TURBINE
A08 TURBINE, BEARINGS
A08 TURBINE, BLADE RING
A08 TURBINE, BLADE ROW
A08 TURBINE, BUCKET
A08 TURBINE, CONTROL STAGE BLADES
A08 TURBINE, DIAPHRAGM
A08 TURBINE, ROTOR
A08 TURBINE, SEAL SET
A08 TURBINE, SHELL
A08 TURBINE, TRIP SYSTEM

314: Turbogenerator Units (Steam Production)

314-A09

TURBINE STANDS AND TOOLS

A09 CYLINDERS, WALKING BEAMS
A09 RACKS, REHEAT DIAPHRAGM
A09 SLINGS, TURBINE OUTAGES
A09 STAND, TURBINE

314-B01

AIR EJECTOR APPARATUS FOR ONE CONDENSER

B01 CIRCULATING WATER ELECTRICAL SYSTEM, MAIN CONDENSER
B01 EJECTOR, STARTING
B01 EXHAUSTER, AIR

314-B02

CONDENSER SHELL

B02 CONDENSER
B02 CONDENSER SHELL

314-B03

CONDENSER TUBES AND SHEETS

B03 GLAND AIR EXHAUSTER BLOWER
B03 CONDENSER TUBE SHEETS
B03 CONDENSER TUBES
B03 CONDENSER, TURBINE
B03 CONDENSER, TURBINE GLAND AIR EXHAUSTER
B03 CONDENSER, TURBINE GLAND STEAM
B03 CONDENSER, TURBINE, HOT WELL
B03 SOFTWARE, PROGRAM CONTROL

314-B04

CONDENSER TUBE PROTECTIVE SYSTEM

B04 ANALYZER, SILICA
B04 CATHODIC PROTECTION SYSTEM
B04 CHLORINATOR
B04 CHLORINE PIPING
B04 CONTROL, PH, ACID INJECTION SYSTEM, COOLING TOWER
B04 HOIST, ELECTRIC CHLORINE
B04 PIPING SYSTEM, CHLORINE
B04 FLOWMETER
B04 VACUUM, REGULATOR, CHLORINE

314-B05

CONDENSER TUBE CLEANING SYSTEM

B05 TUBE CLEANING MACHINE, AIR POWERED
B05 TUBE CLEANING MACHINE, CRIMPING TOOL

314-B06

COOLING TOWER

B06 CIRCULATING WATER ELECTRICAL SYSTEM
B06 CIRCULATING WATER, PIPING SYSTEM
B06 CONTROL SYSTEM, BLOWDOWN, COOLING TOWER
B06 COOLING TOWER
B06 COOLING TOWER STRUCTURAL STEEL FOUNDATIONS
B06 COOLING TOWER, CONCRETE PLACEMENT, FOUNDATION
B06 COOLING TOWER, CONTROLS
B06 COOLING TOWER, DECK
B06 COOLING TOWER, DELUGE SYSTEM PIPING
B06 COOLING TOWER, ELECTRICAL BUILDING
B06 COOLING WATER, PIPING SYSTEM
B06 FAN, COOLING TOWER
B06 FIRE PROTECTION, COOLING TOWER
B06 FLOWMETER, COOLING TOWER MAKEUP
B06 FLOWMETER, COOLING TOWER BLOWDOWN
B06 FLOWMETER, RIVER WATER CIRCULATION
B06 GAUGE ASSEMBLY FOR COOLING TOWER CHEM TRTMT
B06 GEAR REDUCER, COOLING TOWER FAN

314: Turbogenerator Units (Steam Production)

B06 HEAT EXCHANGER, CLOSED COOLING WATER
B06 REGULATOR, CHLORINATION
B06 VALVE, MAKE-UP CROSSTIE, COOLING WATER TOWER
B06 VALVE, MAKE-UP PUMP SUCTION

314-B07

FAN - COOLING WATER SYSTEM

314-B08

INTAKE SCREEN AND MECHANISM

B08 ALARM, SCREEN WASH DIFFERENTIAL W/INDICATORS
B08 BAR SCREEN, INTAKE
B08 COMPRESSOR, INTAKE STRUCTURE AIR
B08 CONTROL SYSTEM
B08 CONTROLLER, ADJUST FREQUENCYA/C
B08 GATES, SLUIICE, INTAKE STRUCTURE
B08 HYDRAULIC UNIT FOR TRAVERSING TRASH RAKE
B08 INTAKE TRASH BOOM
B08 LUBRICATOR, MOBILE HIGH PRESSURE
B08 MOTOR, TRAVELING WATER SCREENS
B08 PIPING, INTAKE, WATER
B08 REDUCER, TRAVELING WATER SCREENS
B08 RIVER INTAKE STRUCTURE-FIXTURES, CONDUIT, WIRING
B08 RIVER WATER INTAKE BUILDING ENCLOSURE, WALLS, DOORS
B08 RIVER WATER INTAKE STRUCTURE-CONCRETE
B08 RIVER WATER INTAKE STRUCTURE-EXCAVATION
B08 RIVER WATER INTAKE STRUCTURE-PILINGS
B08 RIVER WATER INTAKE STRUCTURE-RIP RAP
B08 RIVER WATER INTAKE STRUCTURE-STEEL
B08 SODIUM BROMIDE INJECTION SYS, RIVER CLARIFIER
B08 SUPERVISORY CONTROL, REMOTE, INTAKE
B08 TRAVELING WATER SCREENS
B08 WASH SCREEN CHAIN BELT

314-B09

PUMPS - COOLING WATER SYSTEM

B09 CIRCULATING WATER PUMP
B09 CIRCULATING WATER PUMP, MOTOR
B09 CONDENSATE PUMP PIT
B09 ELECTRIC WATER TREATMENT, MAGNET
B09 FOUNDATION, CONCRETE, CIRCULATING WATER SYS
B09 MOTOR, PUMP
B09 PUMP, GENERAL

314-B10

SPRAYING SYSTEM

B10 FIRE PROTECTION

314-B11

TANKS - COOLING WATER SYSTEM

B11 COOLING TOWER TANK
B11 HOPPER
B11 TANK
B11 TANK, CLOSED COOLING WATER CHEMICAL
B11 TANK, CONDENSATE RETURN
B11 TANK, COOLING WATER SURGE
B11 TANK, ELECTRIC HOT WATER
B11 TANK, MIX & STORAGE
B11 TANK, RIVER WATER SERVICE BLDG DRAIN

314-B12

VALVE, ATMOSPHERIC RELIEF

B12 VALVE, COIL, AUTO TEMP CONTROL, WATER SAMPLER
B12 VALVE, DECK, W/OPERATORS, CONDENSERS
B12 VALVE, SEAL OIL REGULATING

314: Turbogenerator Units (Steam Production)

314-D01

ACCUMULATOR - CENTRAL LUBRICATING SYSTEM

D01 ACCUMULATOR
D01 FLUID SUPPLY SYSTEM, TURBINE
D01 PIPING SYSTEM, TURBINE
D01 TURBINE, HP & LP FEEDWATER GENERATOR COUPLINGS

314-D02

COOLER - CENTRAL LUBRICATING SYSTEM

D02 COMPRESSOR, AIR AC
D02 COOLERS, OIL
D02 HEATER, LUBE OIL
D02 LUBE OIL COOLER TUBESET
D02 OIL COOLER ASSEMBLY, TURBINE
D02 OIL VAPOR EXTRACTOR, TURBINE

314-D03

PUMPS - CENTRAL LUBRICATING SYSTEM

D03 PUMP, BEARING LIFT, TURBINE
D03 PUMP, BEARING OIL, TURBINE
D03 PUMP, GEAR LUBE TRANSFER
D03 PUMP, LUBE OIL FILTER
D03 PUMP, LUBE OIL TRANSFER
D03 PUMP, TURBINE, SEAL OIL BACKUP

314-D04

PURIFIER OR FILTER - CENTRAL LUBRICATING SYSTEM

D04 CONDITIONER, LUBE OIL
D04 FILTRATION SYSTEM, LUBE OIL, TURBINE
D04 INDICATOR, LUBE OIL SIGHT FLOW
D04 LUBE OIL & PURIFICATION, PIPING SYSTEM
D04 TURBINE LUBE OIL PURIFICATION-CONTROLS

314-D05

TANKS - CENTRAL LUBRICATING SYSTEM

D05 DEMISTER, OIL VAPOR
D05 RESERVOIR, TURBINE OIL
D05 TANK, AUX LUBE OIL TRANSFER SYSTEM
D05 TANK, CLEAN LUBE OIL
D05 TANK, DIRTY LUBE OIL
D05 WELL, THERMAL, W/HEATING ELEMENTS

314-E01

PANELS - INSTRUMENTS AND METERS

E01 BOARD, TURBINE INSTRUMENT
E01 CONSOLE, ELECTRO HYDRAULIC CONTROL
E01 CONTROL BOARDS, CABINETS, RACKS
E01 PANEL, TURBINE SUPERVISORY INSTRUMENT
E01 PANEL, TURBINE CONTROL POWER DISTRIBUTION

314-E02

RECORDING AND INDICATING DEVICES

E02 ALARM SYSTEM, CHLORINE
E02 ANALYZER, GAS, THERMAL CONDUCTIVITY
E02 ANALYZER, HYDROGEN
E02 ANALYZER, MOISTURE, HYDROGEN GAS GENERATOR
E02 ANALYZER, TURBINE VIBRATION
E02 ANNUNCIATOR
E02 CONTROL BOARD, W/ANNUNCIATOR
E02 CONTROL SYSTEM
E02 DETECTOR, CURRENT / CONTROLLER
E02 DETECTOR, LEAK
E02 FREQUENCY DIGITAL DISPLAY & INTERFACE
E02 INDICATOR, HYDROGEN PURITY
E02 FLOW METER
E02 MONITOR, DISPLAY

314: Turbogenerator Units (Steam Production)

E02 MONITOR, GENERATOR CONDITION
E02 MONITOR, TURBINE HYDRO DEW PT
E02 MONITORING SYSTEM, VIBRATION
E02 PROBE, TEMP, BEARING
E02 RECORDER, CHART
E02 RECORDER, MICRO W/ALARM, CONDENSATE FLOW
E02 RECORDER, TEMPERATURE, GENERATOR
E02 RECORDER, VIDEO GRAPHIC
E02 SAMPLE CELL
E02 SCALE, ELECTRIC
E02 SIMULATOR, TURBINE CONTROLS
E02 SUPERVISORY, TURBINE
E02 TACHOMETER, (OVERSPEED TURBINE CHECKS)
E02 TERMINAL, TURBINE CONTROL
E02 TRANSDUCER, FREQ DEVIATION
E02 TRANSMITTER, CONDUCTIVITY & SENSOR
E02 TRANSMITTER, PRESSURE
E02 TYPEWRITER, TURBINE CONTROLS

314-F02

PIPING BETWEEN ONE OR MORE UNITS & A HEADER

F02 AIR VACUUM PIPE LINE SYSTEM
F02 BLEED STEAM PIPING SYSTEM
F02 CHLORINE PIPING SYSTEM
F02 CIRCULATING WATER EFFLUENT LINE
F02 CIRCULATING WATER INFLUENT LINE
F02 CIRCULATING WATER PIPING SYS.-INSTRUMENT CONTROLS
F02 CIRCULATING WATER PIPING SYSTEM
F02 CONDENSATE, AUXILIARY, PIPING SYSTEM
F02 CONDENSATE, PIPING SYSTEM
F02 COOLING WATER PIPING SYS.-INSTRUMENT CONTROLS
F02 COOLING WATER PIPING, CLOSED AND DIRECT
F02 DRAIN LINE, BEARING
F02 HYDROGEN PIPING SYSTEM
F02 HYDROGEN SEAL OIL/FIRE PROTECTION, PIPING SYSTEM
F02 LUBE OIL PIPING SYSTEM
F02 PIPING SYSTEM, TURBINE PLANT
F02 POTABLE WATER PIPING SYSTEM
F02 RIVER WATER PIPING SYS.-INSTRUMENT CONTROLS
F02 RIVER WATER PIPING SYSTEM
F02 RIVER WATER, TURBINE, PIPING SYSTEM
F02 SEAL OIL PIPING SYSTEM
F02 STEAM, GLAND, PIPING SYSTEM
F02 TURBINE MAIN STEAM PIPING LEADS-STEAM TEMP.CONTROL
F02 VENT AND DRAIN PIPING SYSTEM, TURBINE

314-F03

PIPING BETWEEN TWO OR MORE UNITS

F03 AIR EXTRACTION PIPING SYSTEM
F03 BLEED SYSTEM PIPING SYSTEM
F03 CARBON DIOXIDE PIPING SYSTEM
F03 CHLORINE PIPING SYSTEM
F03 CIRCULATING WATER PIPING SYSTEM
F03 CONDENSATE SYSTEM W/VALVES, PIPING SYSTEM
F03 CONDENSATE, AUXILIARY, PIPING SYSTEM
F03 HYDROGEN SEAL OIL PIPING, PIPING SYSTEM
F03 HYDROGEN SYSTEM PIPING SYSTEM
F03 PIPING SYSTEM, CONDENSER SUMP PUMPS

314-F04

STEAM SEPARATOR OR PURIFIER

F04 TANK, VACUUM SYSTEM SEPARATOR

314-F07

VALVES - OVER 2" AND COSTING \$1000 EACH

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

314: Turbogenerator Units (Steam Production)

F07 CONDENSOR, VALVE, ACCUATOR
F07 VALVE
F07 VALVE, AIR EXTRACTION PIPING SYSTEM
F07 VALVE, AUXILIARY CIRCULATING WATER
F07 VALVE, BY-PASS
F07 VALVE, CHECK
F07 VALVE, CHEST, STEAM TURBINE
F07 VALVE, CIRCULATING WATER
F07 VALVE, CLARIFIER INLET
F07 VALVE, COMBINED REHEAT
F07 VALVE, CONTROL
F07 VALVE, CONTROL, HYDROGEN SEAL OIL COOLER
F07 VALVE, COOLING TOWER MAKEUP, BUTTERFLY VALVE
F07 VALVE, DISC, STEAM
F07 VALVE, DUPLEX
F07 VALVE, GLAND SYSTEM BYPASS
F07 VALVE, GLAND SYSTEM SHUTOFF
F07 VALVE, ISOLATION, RECIRCULATING LINE INTAKE
F07 VALVE, MAKE-UP CLARIFIER
F07 VALVE, PARTITION, W/OPERATOR
F07 VALVE, PILOT
F07 VALVE, REHEAT STOP
F07 VALVE, SEQ, TURBINE
F07 VALVE, SHUTOFF, GLAND SYS
F07 VALVE, STEAM
F07 VALVE, THROTTLE
F07 VALVE, TURBOGENERATOR
F07 VALVE, UNLOADER, TURBINE
F07 VALVE, VACUUM BREAKER
F07 VALVE, WATER REGULATOR

314-G01

CRANE FOR TURBOGENERATOR UNIT

G01 CRANE, CIRCULATING WATER PUMP
G01 CRANE, INTAKE, GANTRY
G01 CRANE, TURBINE

314-G02

HOIST

G02 BRAKE, AUXILIARY HOIST
G02 BRAKE, BRIDGE DRIVE
G02 BRAKE, MAIN HOIST
G02 BRAKE, TROLLEY DRIVE
G02 BRIDGE DRIVE, REDUCER/MOTOR
G02 GEAR BOX, AUXILIARY HOIST
G02 GEAR BOX, MAIN HOIST W/REULAND MOTOR
G02 HOIST, CHLORINE DRUM
G02 HOIST, RIVER WATER CHLORIN INTAKE
G02 MOTOR, AUXILIARY HOIST
G02 MOTOR, AUXILIARY HOIST INCHING
G02 MOTOR, BRIDGE DRIVE
G02 MOTOR, HOIST
G02 MOTOR, HOIST INCHING
G02 MOTOR, TROLLEY DRIVE
G02 REDUCER, AUXILIARY
G02 TROLLEY DRIVE REDUCER, W/MTR

315: Accessory Electric Equipment (Steam Production)

315-001

AIR DUCT SYSTEM

- 001 ISOLATED PHASE BUS DUCT
- 001 POWER DUCT BANK WIRING

315-002

AUXILIARY GENERATOR SET

- 002 FEED SYSTEM, POWER, AUXILIARY
- 002 GENERATOR SET, DIESEL
- 002 GENERATOR SWITCHGEAR, DIESEL
- 002 GENERATOR, CONNECTOR
- 002 PANEL, POWER
- 002 PIPE HEATING EQUIPMENT
- 002 RELAY, PROTECTIVE, AUX TRANSFORMER
- 002 RELAY, PROTECTIVE, DIGITAL
- 002 SUBSTATION
- 002 UNINTERRUPTIBLE POWER SUPPLY, SOLID STATE CONTROL

315-003

BATTERY CHARGING SET

- 003 BATTERY CHARGER

315-005

CONDENSER, SYNCHRONOUS

- 005 COMPRESSOR, START-UP AIR

315-006

CONTROL INSTALLATION, SYSTEM OPERATORS

- 006 CONTROLLER, PROGRAMMABLE LOGIC (PLC)
- 006 LOAD CENTER
- 006 MOTOR CONTROL CENTER
- 006 REMOTE CONTROLS FOR SWITCHGEAR & AUXILIARY EQUIP.

315-007

CONVERTER, SYNCHRONOUS OR ROTARY

- 007 INVERTER

315-009

FAN OR BLOWER

- 009 FAN

315-010

FOUNDATION EQUIPMENT

- 010 CONDUIT
- 010 FOUNDATION, START UP TRANSFORMER
- 010 FOUNDATION, STATION SERVICE TRANSFORMER

315-014

GENERATOR VOLTAGE REGULATOR SYSTEM

- 014 ENCLOSURE, REGULATOR, VOLTAGE
- 014 MOTOR CONTROL CENTER
- 014 POWER SUPPLY, VOLTAGE REGULATOR
- 014 PROTECTIVE RELAYING SYSTEM ON GENERATOR
- 014 REGULATOR, ELECTRIC, VOLTAGE
- 014 RELAYING SYSTEM, PROTECTIVE, GENERATOR

315-017

OIL CIRCUIT BREAKER

- 017 CIRCUIT BREAKER, LINE POWER
- 017 CIRCUIT BREAKER, TRIP

315-018

PANELS DEVOTED TO A SINGLE PURPOSE

- 018 BENCHBOARD, DUPLEX
- 018 CABINET, FIRE PROTECTION CONTROL
- 018 CABINET, POWER DISTRIBUTION
- 018 CABINET, TEST
- 018 MOTOR CONTROL CENTER

315: Accessory Electric Equipment (Steam Production)

- 018 PANEL
- 018 PANEL, CONTROL
- 018 PANEL, TRANSDUCER
- 018 SWITCHBOARD, CONTROL

315-019

REACTOR OR RESISTOR

- 019 RESISTOR

315-022

STORAGE BATTERY, STATION CONTROL

- 022 BATTERIES, STATION SERVICE
- 022 BATTERY, CONTROL
- 022 CABINET, BATTERY CONTROL
- 022 INVERTER
- 022 PANEL, POWER
- 022 POWER CENTER
- 022 RACK, BATTERY

315-023

DISCONNECTING SWITCHES

- 023 BREAKER, MAIN AUX TRANSFER
- 023 CIRCUIT BREAKER
- 023 CIRCUIT BREAKER, AIR
- 023 CIRCUIT BREAKER, POWER
- 023 STARTER, MOTOR
- 023 STARTER, SWITCH
- 023 STATION BUS, ISOLATED PHASE BUS DUCT
- 023 SWITCH, DISCONNECT
- 023 SWITCH, HIGH SPEED TRANSFER
- 023 SWITCH, INDOOR
- 023 SWITCH, OUTDOOR
- 023 SWITCHES, FIRE ALARM TEMPERATURE
- 023 SWITCHGEAR

315-024

TESTING EQUIPMENT

- 024 GAUGE, DEAD WEIGHT
- 024 MEGGER, BIDDLE
- 024 METER, KWH
- 024 MOTOR & PHASE ROTATION TESTER
- 024 OHMMETER
- 024 OSCILLOSCOPE
- 024 SEMICONDUCTOR CURVE TRACER
- 024 TESTER, HYPOTS, PORTABLE
- 024 TESTING EQUIPMENT

315-025

TRANSFORMER, NOT ACCESSORY TO A PANEL

- 025 CCVT
- 025 METER
- 025 METER, START-UP WATTHOUR
- 025 PANEL, RELAY, AUX TRANSFORMER
- 025 RELAY
- 025 RELAY, PROTECTIVE
- 025 SPRINKLER SYSTEM, FIRE WALLS, TRANSFORMERS
- 025 SUBSTATION, UNIT
- 025 TRANSFORMER
- 025 TRANSFORMER, DRY OUTDOOR
- 025 TRANSFORMER, ELECTRIC MOTORS
- 025 TRANSFORMER, OIL
- 025 TRANSFORMER, PAD MOUNTED
- 025 TRANSFORMER, SPARE POWER
- 025 TRANSFORMER, START-UP
- 025 TRANSFORMER, STATION AUXILIARY

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

315: Accessory Electric Equipment (Steam Production)

315-026

TRUCK SWITCH, WITH WIRING

026 SWITCH, AUTO TRANSFER

315-027

WIRING POWER, BUS, WIRES, CABLES

027 6.9 KV FEED
027 BREAKER, SWITCHGEAR
027 BUS DUCT
027 BUS WIRING POWER SYSTEM
027 BUS, UNIT SUBSTATION
027 CABLE
027 CABLE TRAYS
027 CABLE, CONTROL
027 CABLE, INSTRUMENT
027 CABLE, POWER
027 CABLE, UNDERGROUND,W/TRENCH
027 CONDUIT
027 CONDUIT, CONTROL AND FITTINGS
027 CONDUIT, POWER AND FITTINGS
027 COMPUTER, NETWORK POWER SYSTEM
027 DUCT BANKS
027 DUCT, ISOLATED PHASE BUS
027 DUCT,PHASE BUS,NON SEGREGATED
027 EMERGENCY, AC POWER SYSTEM MODIFICATION
027 GENERATOR, ISOLATED BUS
027 GROUNDING SYSTEM
027 JM RELAY
027 MANHOLES
027 PANEL, DISTRIBUTION
027 SWITCH, GEAR
027 SWITCH, GEAR-BUS

341: Structures and Improvements (Combustion Turbine)

341-002

STRUCTURE

002 OIL RETENTION & WATER DRAINAGE SYSTEM

341-004

HVAC-AIR CONDITIONING SYSTEM

004 HVAC, BATTERY ROOM

341-030

FENCE

030 FENCE

030 FENCE, GROUNDING

341-035

ROAD

035 ROAD PAVING

341-039

WALKS

039 SIDE WALK

341-041

YARD DRAINAGE SYSTEM

041 YARD DRAINAGE SYSTEM

341-042

YARD LIGHTING SYSTEM

042 LIGHT, SECURITY

341-043

FUEL OIL DIKE

043 DIKE, FUEL OIL

341-044

STAIRS & WALKWAYS

044 STAIRS, FUEL OIL DIKE

044 WALKWAYS

341-045

ROCK SURFACE

045 DIKE, FUEL OIL CRUSHED ROCK

045 FUEL OIL UNLOADING PUMP CRUSHED ROCK

045 HOLDING POND CRUSHED ROCK

045 RAILROAD CAR AREA, CRUSHED ROCK

045 ROCK, CRUSHED, GAS TURBINE AREA

045 TRUCK UNLOADING AREA CRUSHED ROCK

341-046

GUARD POSTS

046 GUARD POSTS

341-047

HOLDING PONDS

047 HOLDING POND

341-048

PAVEMENT

048 PAVEMENT AROUND TURBINE

341-049

SIDING

049 EXTERIOR SIDING

341-050

GRADING, LANDSCAPE, SEEDING, ETC.

050 SEEDING & STERILENT

050 SITE GRADING

342: Fuel holders, producers, and accessories (Combustion Turbine)

342-A02

FOUNDATIONS, MAIN STORAGE TANK, SUPPORTS

A02 FOUNDATION, FUEL OIL TANK

342-A03

HVAC-HEATER, NOT A PART OF TANK

A03 HEATER, FUEL FORWARDING UNIT

342-A04

METER, FUEL OIL

A04 METER, FUEL FORWARDING UNIT

A04 METER, FUEL OIL FLOW

342-A05

PIPING SYSTEM, FUEL OIL, INCLUDING STRAINERS

A05 FLOW DIVIDER, FUEL FORWARDING UNIT

A05 FUEL OIL PIPING SYSTEM

342-A06

PUMP

A06 PUMP, FUEL FORWARDING UNIT

A06 PUMP, FUEL OIL TANK

A06 PUMP, FUEL OIL, UNLOADING

A06 TANK, CONTAINMENT BASIN

A06 TANK, FUEL OIL

342-A07

PURIFIER (FILTERS, CENTRIFUGES, ETC.)

A07 FILTER, FUEL

A07 FILTER, FUEL, LOW PRESSURE

342-A08

TANK, MAIN STORAGE, INCLUDING FIRE PROTECTION

A08 LUBE OIL STORAGE SYSTEM

A08 TANK, FUEL OIL

342-A09

FUEL OIL UNLOADING SYSTEM

A09 FUEL OIL UNLOADING STATION

342-F01

REID CT NATURAL GAS CONVERSION

F01 CABLE

F01 CABLE, FIBER OPTIC

F01 FILTER, COALESCING

F01 FLOW REGULATOR

F01 HEAT TRACE

F01 LOCAL INSTRUMENTATION

F01 ODORIZER WITH CONTROLS

F01 PIPE, STEEL, UNDERGROUND

F01 PRESSURE TRANSMITTER

F01 PVC CONDUIT

F01 REMOTE COMMUNICATIONS

F01 STEAM GAS HEATER

F01 TRANSFORMER

F01 TUBING, STAINLESS

F01 VALVE, MANUAL STOP

F01 VALVE, PRESSURE RELIEF

343: Prime Movers (Combustion Turbine)

343-A02

ENGINE

A02 COMBUSTION CHAMBER
A02 ENGINE

343-A03

FOUNDATIONS

A03 ENCLOSURE, ACCESSORY COMPARTMENT AND BASE
A03 ENGINE COMPARTMENT FIRE PROTECTION
A03 ENGINE FOUNDATION
A03 ENGINE SKID AND ENCLOSURE
A03 FAN, ACCESSORY COMPARTMENT VENT
A03 FIRE PROTECTION, ACCESSORY-COMPARTMENT
A03 SPACE HEATER,ACCESSORY COMPARTMENT
A03 SPACE HEATER,ENGINE COMPARTMENT

343-A05

GOVERNOR & CONTROL SYSTEM

A05 ENCLOSURE, CONTROL CAB
A05 GOVERNOR/CONTROL SYSTEM
A05 HVAC, A/C, CONTROL CAB
A05 SPACE HEATER,CONTROL CAB

343-A07

SIGNAL & ALARM SYSTEM

A07 SIGNAL AND ALARM SYSTEM

343-B01

COOLER

B01 COOLER, LUBRICANT

343-B02

PIPING SYSTEM, OIL

B02 LUBRICANT PIPING SYSTEM

343-B03

PUMP

B03 PUMP, AUXILIARY
B03 PUMP, EMERGENCY
B03 PUMP, MAIN SHAFT DRIVEN

343-B04

PURIFIER OR FILTER

B04 ELIMINATOR, MIST
B04 FILTER, LUBE OIL PURIFIER

343-B05

TANK

B05 TANK, LUBE OIL

343-C01

COOLING TOWER

C01 COOLING TOWER FOUNDATION
C01 COOLING TOWER FREEZE PROTECTION AND SILENCING
C01 FAN, COOLING TOWER, WATER COOLING
C01 TANK, COOLING TOWER SURGE

343-C04

HEAT EXCHANGER

C04 HEAT EXCHANGER,COOLING TOWER

343-C07

PUMP

C07 PUMP, COOLING WATER

343-D01

COMPRESSOR

D01 COMPRESSOR, STARTING SYSTEM

343-D04

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

343: Prime Movers (Combustion Turbine)

MOTOR TURNING GEAR & MECHANICS

D04 CLUTCH
D04 CONVERTER, TORQUE
D04 GEAR, MOTOR STARTING TURNING
D04 INPUT GEAR
D04 MOTOR, CRANKING
D04 OUTPUT GEAR
D04 TURNING GEAR AND COUPLING

343-E01

AIR DUCT SYSTEM

E01 DUCT, EXHAUST
E01 DUCTING, AIR INLET

343-E02

AIR FILTER OR SCREEN

E02 AIR COMPRESSOR, ATOMIZING
E02 AIR INLET SILENCING
E02 AIR SEPARATOR, ATOMIZING
E02 SCREEN, AIR INLET, FILTER

343-E03

PIPING SYSTEM, EXHAUST

E03 DUCTING, EXHAUST
E03 EXHAUST DUCT SILENCING

343-E04

STACK

E04 STACK, EXHAUST
E04 STACK, INTAKE AIR SUPPLY

343-F01

REID CT NATURAL GAS CONVERSION

F01 DUAL FIRE BURNERS
F01 ELECTRICAL WIRING
F01 GAS FLOW ELEMENT
F01 GAS HOSES, FLEXIBLE
F01 GAS RING HEADER
F01 HEATER, EXPLOSION PROOF
F01 PIPE, STAINLESS STEEL
F01 PLC MODS AND PROGRAMING
F01 PURGE RING HEADER
F01 TRANSMITTERS
F01 TUBING, STAINLESS
F01 VALVE, GAS REGULATOR, MAIN
F01 VALVE, GAS STOP, MAIN
F01 VALVE, PURGE AIR

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

344: Generators (Combustion Turbine)

344-001

EXCITER, DIRECT-CONNECTED OR BELT-DRIVEN

001 EXCITER ENCLOSURE
001 HEATER, SPACE, EXCITER

344-002

GENERATOR

002 GENERATOR
002 GENERATOR COOLING MEDIUM EQUIPMENT
002 GENERATOR SKID ENCLOSURE
002 SPACE HEATER

344-005

RHEOSTAT, GENERATOR FIELD

005 EXCITER RHEOSTAT

345: Accessory Electric Equipment (Combustion Turbine)

345-003

BATTERY CHARGING SET

003 BATTERY CHARGING SET

345-006

CONTROL INSTALLATION, SYSTEM OPERATORS

006 PANEL, REMOTE MASTER CONTROL

345-011

FREQUENCY CHANGER

011 FREQUENCY CHANGER

345-012

FREQUENCY CONTROL SYSTEM

012 FREQUENCY CONTROL SYSTEM

345-013

FUSE EQUIPMENT, SET OF HIGH TENSION

013 TOOL, TERMI-POINT REEL

345-014

GENERATOR VOLTAGE REGULATOR SYSTEM

014 CAPACITORS, SURGE

014 GENERATOR LEADS, CIRCUIT

014 REGULATOR, VOLTAGE

345-015

INDUCTION REGULATOR

015 REGULATOR, INDUCTION

345-016

LIGHTNING ARRESTOR

016 ARRESTOR, LIGHTNING

345-018

PANELS DEVOTED TO A SINGLE PURPOSE

018 MOTOR CONTROL COMPARTMENT

018 MOTOR CONTROL COMPARTMENT AIR CONDITIONING

018 MOTOR CONTROL COMPARTMENT FIRE PROTECTION

018 MOTOR CONTROL COMPARTMENT SPACE HEATER

345-019

REACTOR OR RESISTOR

019 REACTOR RESISTER

019 REACTOR, LINEAR

345-020

RECTIFIER

020 RECTIFIER ASSEMBLY

020 RECTIFIER

345-022

STORAGE BATTERY, STATION CONTROL

022 BATTERY ENCLOSURE

022 BATTERY, STORAGE

022 HEATER, BATTERY COMPARTMENT

345-023

DISCONNECTING SWITCHES

023 SWITCHES, SET

345-025

TRANSFORMER, NOT ACCESSORY TO A PANEL

025 TRANSFORMER, AUXILLIARY

025 TRANSFORMER, CRANKING MOTOR

025 TRANSFORMER, CURRENT, BANK

025 TRANSFORMER, GROUND

025 TRANSFORMER, POTENTIAL

025 TRANSFORMER, POWER, POTENTIAL

025 TRANSFORMER, SATURABLE, CURRENT

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

345: Accessory Electric Equipment (Combustion Turbine)

345-027

WIRING POWER, BUS, WIRES, CABLES

- 027 BUS COMPARTMENT
- 027 BUS SYSTEM
- 027 CABLE
- 027 POWER WIRING
- 027 SWITCHGEAR COMPARTMENT SPACE HEATER
- 027 SWITCHGEAR ENCLOSURE

**** This Retirement Unit Listing is subject to change from time to time consistent with the Coordination Agreement. ****

353: Station Equipment (Transmission Station)

353-035

035	TRANSFORMER, STEP-UP
035	DELUGE SPRINKLER SYSTEM, TRANSFORMER

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COMMISSION**

**U.S. DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE**

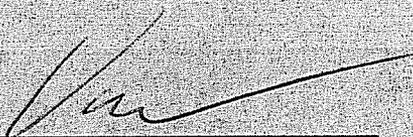
RUS BORROWER DESIGNATION Kentucky 65 Kenegy

THE WITHIN Retail Electric Service Agreement (Alcan) dated as of July 1, 2009

by and between Kenegy Corporation and Alcan Primary Products

Corporation.

**SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.**



FOR THE ADMINISTRATOR

DATED

JUL 16 2009

RETAIL ELECTRIC SERVICE AGREEMENT

Dated as of July 1, 2009,

by and between

KENERGY CORP.

and

ALCAN PRIMARY PRODUCTS CORPORATION

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RETAIL ELECTRIC SERVICE AGREEMENT

This RETAIL ELECTRIC SERVICE AGREEMENT (this "Agreement") is dated as of July 1, 2009, and made by and between KENERGY CORP., a Kentucky rural electric cooperative corporation ("Kenergy"), and ALCAN PRIMARY PRODUCTS CORPORATION, a Texas corporation ("Alcan").

RECITALS

A. Kenergy currently supplies and delivers to Alcan, the owner and operator of an aluminum reduction plant in Sebree, Kentucky, electric energy and related services pursuant to an Agreement for Electric Service, dated July 15, 1998, between Henderson Union Electric Cooperative Corp., Kenergy's predecessor-in-interest, and Alcan Aluminum Corporation, Alcan's predecessor-in-interest (the "Existing Alcan Agreement").

B. Kenergy currently purchases electric energy and related services for resale to Alcan from Western Kentucky Energy Corp., an affiliate of E. ON U.S., LLC, formerly known as LG&E Energy Corp. (together with its affiliates and parent, collectively, "LG&E"), under an Agreement for Electric Service, dated as of July 15, 1998, with Kenergy (the "Kenergy/LG&E Contract").

C. Kenergy also currently purchases additional electric energy and related services for resale to Alcan, to serve the energy requirements of Alcan not provided by LG&E, from third-party energy suppliers, including Big Rivers Electric Corporation ("Big Rivers"), an electric generation and transmission cooperative of which Kenergy is a Member.

D. The Existing Alcan Agreement and the Kenergy/LG&E Contract were entered into in connection with the consummation of a series of transactions implementing the First Amended Plan of Reorganization of Big Rivers, as part of which, among other things (i) Big Rivers leased its generating facilities to LG&E, and (ii) Big Rivers entered into a power purchase arrangement with LG&E whereby LG&E supplied Big Rivers with electric energy and related services for resale to its Members.

E. Big Rivers, Kenergy, LG&E, Century Aluminum of Kentucky General Partnership ("Century"), and Alcan have agreed to enter into a series of transactions referred to herein as the New Transaction and the Unwind Transaction, as defined below.

F. In connection with and as a condition to the Unwind Transaction, Kenergy and Big Rivers have agreed to enter into a wholesale electric service agreement, dated as of the date hereof, for the purchase and sale of electric energy and related services for resale by Kenergy to Alcan ("Alcan Wholesale Agreement").

G. In connection with and as a condition to the Unwind Transaction and the Alcan Wholesale Agreement, Kenergy will supply and deliver, and Alcan will purchase, retail electric service on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS AND RULES OF INTERPRETATION

1.1 Definitions. Capitalized terms when used in this Agreement have the meanings specified herein, including the definitions provided in Article 1, unless stated otherwise or the context requires otherwise.

1.1.1 Accounting Principles: Generally accepted accounting principles consistently applied or, if generally accepted accounting principles in accordance with the uniform system of accounts of an applicable Governmental Authority or RUS are required, the generally accepted accounting principles consistently applied in accordance with such uniform system of accounts, each as in effect from time to time.

1.1.2 Affiliate: With respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified Person. For avoidance of doubt, no Member is an Affiliate of Big Rivers.

1.1.3 Agreement: As defined in the Preamble.

1.1.4 Alcan: As defined in the Preamble.

1.1.5 Alcan Guarantee: As defined in Section 13.3.

1.1.6 Alcan Parent: Alcan Corporation, a Texas corporation, and parent corporation of Alcan.

1.1.7 Alcan Wholesale Agreement: As defined in the Recitals.

1.1.8 Ancillary Services: Those services that are necessary to support the transmission of Energy from resources to loads while maintaining reliable operations of Big Rivers' transmission system, as set forth and described in the OATT.

1.1.9 Applicable Law: All laws, statutes, codes, treaties, ordinances, judgments, decrees, injunctions, writs, orders, rules, regulations, interpretations, issuances, enactments, decisions, authorizations, permits or directives of any Governmental Authority having jurisdiction over the matter in question.

1.1.10 Applicable Percentage: The percentage determined in each Fiscal Year that is the quotient of the Base Demand divided by the sum of the Base Demand and the "Base Demand" as defined in and as then in effect under the Century Retail Agreement. If the Century

Retail Agreement is terminated or no longer in effect for any reason, Century's "Base Demand" shall be deemed to be 482 MW for purposes of calculating the Applicable Percentage.

1.1.11 Avoidable Base Charge: The amount in any Billing Month equal to the sum of:

(a) the product of (i) the sum of the Base Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) the amount of Base Fixed Energy that was made available by Alcan to Big Rivers for Surplus Sales, regardless of whether Big Rivers was able to sell such Energy as Surplus Sales;

(b) *plus* the product of (i) the sum of the Base Variable Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) the amount of Base Variable Energy that was made available by Alcan to Big Rivers for Surplus Sales, regardless of whether Big Rivers was able to sell such Energy as Surplus Sales; and

(c) *less* the product of (i) the sum of the Base Variable Rate, the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor, and (ii) any Base Fixed Energy or Base Variable Energy made available by Alcan to Big Rivers for Surplus Sales that was neither metered at the Point of Delivery nor sold by Big Rivers as Surplus Sales.

Sample calculations of the Avoidable Base Charge are set forth in Exhibit A.

1.1.12 Back-Up Energy: For any Hour in a Billing Month, the amount of Energy metered at the Point of Delivery during such Hour, less the sum of (i) the Base Demand per Hour less Base Curtailed Energy in such Hour, and (ii) any Supplemental Energy metered at the Point of Delivery during such Hour; *provided*, that the amount of Back-Up Energy may not be less than zero.

1.1.13 Back-Up Energy Charge: As defined in Section 4.4.

1.1.14 Base Curtailed Energy: For any Hour in a Billing Month, the amount of Energy that is either (a) curtailed by Alcan pursuant to Section 4.13.2, or (b) sold by Big Rivers to one or more Third Parties pursuant to (i) Section 4.13.3 as Economic Sales, (ii) Section 10.1 as Surplus Sales, (iii) Section 10.2 as Undeliverable Energy Sales, or (iv) Section 10.3 as Potline Reduction Sales:

1.1.15 Base Demand: 368 MW, or such other amount of electric demand agreed in accordance with Section 3.1, integrated over an Hour.

1.1.16 Base Energy Charge: As defined in Section 4.2.

1.1.17 Base Fixed Energy: For any Billing Month, the product of (a) the Base Demand, (b) the number of Hours in the Billing Month, and (c) 0.98.

1.1.18 Base Hourly Energy: For any Hour in a Billing Month, the amount of Energy equal to the sum of (a) the Energy metered at the Point of Delivery during such Hour *less* Supplemental Energy metered at the Point of Delivery, if any, and (b) Base Curtailed Energy; *provided*, that for purposes of calculating Base Hourly Energy, the sum of clauses (a) and (b) above during any Hour shall not exceed the Base Demand per Hour.

1.1.19 Base Monthly Energy: The sum of the Base Hourly Energy for all Hours of a Billing Month.

1.1.20 Base Rate: The rate, expressed in dollars per MWh, resulting from the application of the Large Industrial Rate to a load with a 98% load factor, plus \$0.25 per MWh.

1.1.21 Base Variable Energy: For any Billing Month, Base Monthly Energy less Base Fixed Energy, whether positive or negative.

1.1.22 Base Variable Rate: The rate, expressed in dollars per MWh, equal to the sum of (i) the “FAC Base” with respect to Big Rivers’ Tariff, (ii) the “Environmental Surcharge Base” with respect to Big Rivers’ Tariff, and (iii) the “Purchased Power Base” as defined in Appendix A.

1.1.23 Big Rivers: As defined in the Recitals.

1.1.24 Big Rivers’ Tariff: Big Rivers’ Rates, Rules and Administrative Regulations For Furnishing Electric Service, as filed with and approved by the KPSC.

1.1.25 Billing Month: Each calendar month during the Service Period.

1.1.26 Budget: The annual operating and capital budget approved by Big Rivers’ Board of Directors that estimates all revenues and expenditures of Big Rivers for a specified Fiscal Year, as amended and in effect from time to time.

1.1.27 Business Day: Mondays through Fridays of each week except legal holidays established by federal law in the United States of America or state law in the Commonwealth of Kentucky.

1.1.28 Buy-Through Energy: As defined in Section 2.3.2(b).

1.1.29 Buy-Through Energy Charge: As defined in Section 4.3.2.

1.1.30 Century: As defined in the Recitals.

1.1.31 Century Retail Agreement: The retail electric service agreement, dated as of the date hereof, by and between Kenergy and Century.

1.1.32 Century Wholesale Agreement: The wholesale electric service agreement, dated as of the date hereof, between Big Rivers and Kenergy for the benefit of Century.

1.1.33 Cut-Off Date: As defined in Section 10.3.6.

1.1.34 Economic Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to the sum of (a) \$157 million, and (b) such additional amount as Big Rivers may designate on or prior to the consummation of the Unwind Transaction, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. The amount designated by Big Rivers pursuant to clause (b) above may not exceed (i) an amount equal to Big Rivers' unrestricted cash on hand following the consummation of the Unwind Transaction less \$125 million, and (ii) zero if Big Rivers shall not have prepaid at least \$200 million of obligations owed to RUS debt as part of the Unwind Transaction. No additional principal amounts will be contributed by Big Rivers to the Economic Reserve after the Effective Date.

1.1.35 Economic Sales: As defined in Section 4.13.3.

1.1.36 Effective Date: As defined in Section 6.1.

1.1.37 Electric Services: Electric services, including capacity and associated Energy and Transmission Services, provided by Kenergy pursuant to this Agreement.

1.1.38 Energy: The flow of electricity denominated in kWh or MWh.

1.1.39 Environmental Surcharge: As defined in Section 4.8.3.

1.1.40 Environmental Surcharge Factor: With respect to any Billing Month, a monthly environmental surcharge factor, expressed in dollars per MWh, that is calculated in accordance with the "Monthly Environmental Surcharge Factor" as defined in Big Rivers' Environmental Surcharge Rider.

1.1.41 Environmental Surcharge Rider: The Environmental Surcharge Rider to Big Rivers' Tariff.

1.1.42 Equity Development Credit: As defined in Section 4.10.

1.1.43 Event of Default: As defined in Section 14.1.

1.1.44 Excess TIER Amount: The amount of the TIER Adjustment, if negative, with respect to any Fiscal Year.

1.1.45 Excess Reactive Demand Charge: As defined in Section 4.6.

1.1.46 Existing Alcan Agreement: As defined in the Recitals.

1.1.47 FAC: The Fuel Adjustment Clause Rider to Big Rivers' Tariff.

1.1.48 FAC Charge: As defined in Section 4.8.1.

1.1.49 FAC Factor: With respect to any Billing Month, the fuel adjustment factor, expressed in dollars per MWh, that is calculated in accordance with the FAC in dollars per kWh.

1.1.50 FERC: Federal Energy Regulatory Commission.

1.1.51 Firm: An obligation to supply Energy subject only to the occurrence of an Uncontrollable Force.

1.1.52 Fiscal Year: The fiscal year of Big Rivers.

1.1.53 Governmental Authority: Any international, national, federal, state, territorial, local or other government, or any political subdivision thereof, and any governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity having legal jurisdiction over the matter or Person in question, including the KPSC; *provided, however* that the RUS is not a Governmental Authority for purposes of this Agreement.

1.1.54 Hour or Hourly: A clock hour or per clock hour, respectively.

1.1.55 Imputed Interest: As defined in Section 4.7.5(e).

1.1.56 Interruptible Energy: As defined in Section 2.3.2(a).

1.1.57 Interruptible Energy Charge: As defined in Section 4.3.1.

1.1.58 Interruptible Energy Terms: As defined in Schedule 2.3.2(a).

1.1.59 Kenergy/LG&E Contract: As defined in the Recitals.

1.1.60 KPSC: Kentucky Public Service Commission.

1.1.61 kW: Kilowatt.

1.1.62 kWh: Kilowatt-hour.

1.1.63 Large Industrial Rate: Big Rivers' Tariff Rate Schedule No. 7 and all applicable rate adjustments thereto but exclusive of (a) the Rebate, (b) the FAC Factor and the Environmental Surcharge Rider, and (c) any roll-in of costs from the Regulatory Account. As of the Effective Date, the Large Industrial Rate will consist of separate rate components for demand and Energy consumption. The Large Industrial Rate subsequently may be defined in terms of more than two separate rate components, including, potentially, separate rate components for transmission services. For the avoidance of doubt, the Large Industrial Rate shall be determined without regard to the effect of the Surcharge, the Rural Economic Reserve, the Economic Reserve or the Transition Reserve.

1.1.64 LG&E: As defined in the Recitals.

1.1.65 Lockbox Agreement: The Security and Lockbox Agreement to be entered into among Alcan, Kenergy, Big Rivers and a depository bank prior to the Effective Date with respect to the payment of certain amounts due by Alcan to Kenergy under this Agreement.

1.1.66 Market Energy: As defined in Section 2.3.2(c).

1.1.67 Market Energy Charge: As defined in Section 4.3.3.

1.1.68 Market Reference Rate: For any Hour, a rate equal to the all-inclusive cost, including transmission and related charges on the transmission system of any Third Party (expressed in dollars per MWh), that Big Rivers estimates, in its sole discretion exercised in good faith, that it would have paid to purchase Energy from a Third Party if there had been no curtailment pursuant to Section 4.13.2 during such Hour.

1.1.69 Members: The members of Big Rivers. As of the date hereof, the Members of Big Rivers are Jackson Purchase Energy Corporation, Kenergy, and Meade County Rural Electric Cooperative Corporation.

1.1.70 Model: As defined in Section 1.2(o).

1.1.71 Monthly Charge: As defined in Section 4.1.

1.1.72 MW: Megawatt.

1.1.73 MWh: Megawatt-hour.

1.1.74 Net Margins: Net margins as determined by Accounting Principles. For the avoidance of doubt, Net Margins will include all operating and non-operating margins.

1.1.75 Net Proceeds: The proceeds from the sale of Energy by Big Rivers to Third Parties, net of transaction costs, whenever incurred, and taxes, including Big Rivers' estimated income tax liability on such proceeds without regard to any net operating loss carry-forward of Big Rivers existing on the date of the consummation of the Unwind Transaction, unless and to the extent Big Rivers reasonably determines that such net operating loss carry-forward otherwise would have expired unused.

1.1.76 New Facilities: As defined in Section 4.7.5(e).

1.1.77 New Ratepayer: A Non-Smelter Ratepayer which is (i) interconnected directly with Big Rivers' transmission system, and (ii) first receives electric service at a location served by a meter required for service at such location which meter was installed specifically for new service at such location after the Effective Date. For the avoidance of doubt, Southwire Company is not a New Ratepayer.

1.1.78 New Transaction: The transactions by and between or among one or more of Kenergy, Alcan, Century and Big Rivers related to the supply of Electric Services to Alcan under this Agreement and "Electric Services" as defined in the Century Retail Agreement to Century including the Alcan Wholesale Agreement, the Century Wholesale Agreement, coordination agreements, lockbox agreements, and all other related agreements.

1.1.79 Non-FAC Purchased Power Adjustment Charge: As defined in Section 4.8.2.

1.1.80 Non-FAC Purchased Power Adjustment Factor: A rate (expressed in dollars per MWh and calculated in accordance with Appendix A in dollars per kWh) for the recovery of purchased power costs that are not otherwise included in the FAC.

1.1.81 Non-Smelter Member Rates: Big Rivers' tariff rates applicable to sales of electric services to Members for resale to Non-Smelter Ratepayers and all applicable rate adjustments thereto but exclusive of (a) the Rebate and (b) the FAC Factor and the Environmental Surcharge Rider. For the avoidance of doubt, the Non-Smelter Member Rates shall be determined without regard to the effect of the Surcharge, the Rural Economic Reserve, the Economic Reserve or the Transition Reserve.

1.1.82 Non-Smelter Ratepayers: Retail ratepayers of the Members other than Alcan and Century.

1.1.83 Notice of Interruption: As defined in Schedule 2.3.2(a).

1.1.84 Notice of Termination for Closure: As defined in Section 7.3.1(a).

1.1.85 OATT: Big Rivers' Open Access Transmission Tariff as filed with FERC and found by FERC to constitute a reciprocal open access transmission tariff.

1.1.86 Parties: Kenergy and Alcan.

1.1.87 Permitted Interruption: As defined in Schedule 2.3.2(a).

1.1.88 Person: Any individual, corporation, cooperative, partnership, joint venture, association, joint-stock company, limited partnership, limited liability company, limited liability partnership, trust, unincorporated organization, RUS or Governmental Authority.

1.1.89 Point of Delivery: The existing set of meters at Big Rivers' Reid substation or such other point of delivery mutually agreed by the Parties and Big Rivers.

1.1.90 Potential Tax Liability: As defined in Section 13.3.

1.1.91 Potline Reduction: As defined in Section 10.3.1.

1.1.92 Potline Reduction Sales: As defined in Section 10.3.1.

1.1.93 Potline Reduction Sales Agreement: As defined in Section 10.3.3.

1.1.94 Prime Rate: The then-effective prime commercial lending rate per annum published in the "Money Rates" section of *The Wall Street Journal*. If *The Wall Street Journal* discontinues publication of the prime commercial lending rate, the Parties and Big Rivers shall agree on a mutually acceptable alternative source for that rate.

1.1.95 Prudent Utility Practice: Any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period; or any of the practices, methods, and acts which, in the exercise of reasonable judgment

in light of the facts known at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be any and all acceptable practices, methods, or acts generally accepted.

1.1.96 Rebate: As defined in Section 4.9.

1.1.97 Regulatory Account: The regulatory account containing purchased power costs to be recovered by Big Rivers from the Members with respect to sales to their Non-Smelter Ratepayers.

1.1.98 Response: As defined in Schedule 2.3.2(a).

1.1.99 Restructuring: The occurrence of any of the following:

(a) the merger, consolidation or other combination of Big Rivers or an Affiliate or a Member with any Person (including acquisition of another utility system) if following such transaction Big Rivers or its successor would have had sales of Energy to all Members or regulated customers on a *pro forma* basis in the prior Fiscal Year in excess of 105% of Big Rivers' actual sales of Energy to the Members for such Fiscal Year;

(b) the acquisition of Big Rivers; or

(c) the admission of a new Member if following such admission Big Rivers would have had sales of Energy to all Members on a *pro forma* basis in the prior Fiscal Year in excess of 105% of Big Rivers' actual sales of Energy to the Members for such Fiscal Year.

1.1.100 Restructuring Amount: As defined in Section 16.5.1.

1.1.101 Retail Fee: As defined in Section 4.12.

1.1.102 Rural Economic Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to \$60.9 million, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. No additional principal amounts will be contributed by Big Rivers to the Rural Economic Reserve after the Effective Date.

1.1.103 RUS: United States Department of Agriculture Rural Utilities Service.

1.1.104 Scheduled Interruptible Energy: As defined in Schedule 2.3.2(a).

1.1.105 Sebree Smelter: The aluminum reduction plant owned and operated by Alcan, located at Sebree, Kentucky, including any expansions, additions, improvements and replacements thereof or thereto at the existing site.

1.1.106 SERC: SERC Reliability Corporation, a regional reliability organization.

1.1.107 Service Period: As defined in Section 2.1.

1.1.108 Smelters: Alcan and Century.

1.1.109 Supplemental Energy: As defined in Section 2.3.2.

1.1.110 Supplemental Energy Charge: As defined in Section 4.3.

1.1.111 Surcharge: As defined in Section 4.11.

1.1.112 Surplus Sales: As defined in Section 10.1.1.

1.1.113 System Emergency: Any cessation of operation or reduction in the provision or delivery of Electric Services by Kenergy due in whole or in part to: (a) a disconnection of all or a portion of Big Rivers' or Kenergy's system from the transmission grid (other than as a direct result of Big Rivers' or Kenergy's gross negligence or willful misconduct), (b) a system emergency on the transmission grid of a Third Party, or (c) the occurrence of a condition or situation where the delivery of Energy to a transmission grid with which Big Rivers is directly interconnected or the making available of generation services or Transmission Services which could cause (i) harm to life or limb or imminent serious threat of harm to life or limb, (ii) material damage to Big Rivers' or Kenergy's system or any material component thereof or imminent danger of material damage to property, or (iii) other dangerous occurrences that Big Rivers or Kenergy believes, in the exercise of Prudent Utility Practice, should be prevented or curtailed.

1.1.114 System Firm: An obligation to supply Energy from:

- (a) Big Rivers' owned or leased generation facilities,
- (b) Big Rivers' contract with the Southeastern Power Authority (Contract No. 89-00-1501-637), or
- (c) Big Rivers' Firm power purchase agreements with a term of two years or more which were not entered into for purpose of serving a specific non-Smelter load,

in each case subject to the occurrence of an Uncontrollable Force or similar event of force majeure, a System Emergency or Big Rivers' prior satisfaction of the Energy requirements of the Non-Smelter Ratepayers, the Smelters and Third Parties under power sales agreements entered into prior to the making of such obligation to supply Energy.

1.1.115 Term: As defined in Section 7.1.

1.1.116 Third Party: A Person other than Kenergy, Alcan, Big Rivers or Century.

1.1.117 Third Party Supplier(s): As defined in Section 2.3.2(c).

1.1.118 TIER: The quotient for a Fiscal Year of (i) Big Rivers' interest expenses plus Net Margins, divided by (ii) Big Rivers' interest expenses; in each case, calculated in accordance with Accounting Principles.

1.1.119 TIER Adjustment: As defined in Section 4.7.5.

1.1.120 TIER Adjustment Charge: As defined in Section 4.7.1.

1.1.121 Transition Reserve: A reserve established by Big Rivers, which may be held by Big Rivers or another Person, in an initial principal amount equal to \$35 million, subject to increases or decreases resulting from earnings or losses thereon or expenditures therefrom. No additional principal amounts will be contributed by Big Rivers to the Transition Reserve after the Effective Date.

1.1.122 Transmission Charge: As defined in Section 4.5.

1.1.123 Transmission Services: Network transmission services as described in the OATT and Ancillary Services. Transmission Services are currently included in the Large Industrial Rate but may be unbundled in accordance with the terms and conditions of the Alcan Wholesale Agreement.

1.1.124 Transmission Upgrade: The transmission upgrade described in the Coordination Agreement dated the date hereof between Alcan and Big Rivers.

1.1.125 Uncontrollable Force: Any cause beyond the control of the Party unable, in whole or in part, to perform its obligations under this Agreement which, despite exercise of due diligence and foresight, such Party could not reasonably have been expected to avoid and which, despite the exercise of due diligence, it has been unable to overcome. Examples of events that may constitute the basis of an event which constitutes an "Uncontrollable Force" include: acts of God; strikes, slowdowns or labor disputes; acts of the public enemy; wars; blockades; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests and restraints of any Governmental Authority; civil or military disturbances; explosions, breakage of or accident to machinery, equipment or transmission lines; inability of a Party to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws or proclamations of Governmental Authorities, civil or military; transmission constraints or System Emergencies; a forced outage of a generating unit or units preventing the physical delivery of Energy to Kenergy for resale to Alcan; and any other forces which are not reasonably within the control of the Party claiming suspension. "Uncontrollable Forces" do not include an insufficiency of funds or decline in credit ratings or customary, expected or routine maintenance or repair of plant or equipment. Nothing contained herein shall be construed to obligate a Party to prevent or to settle a labor dispute against its will.

1.1.126 Undeliverable Energy Sales: As defined in Section 10.2.1.

1.1.127 Unwind Transaction: The consummation of the transactions contemplated on the date of the "Closing" as defined in and pursuant to the Transaction Termination Agreement among Big Rivers, LG&E Energy Marketing Inc., and Western Kentucky Energy Corp.

1.2 Rules of Interpretation. Unless otherwise required by the context in which any term appears: (a) capitalized terms used in this Agreement will have the meanings specified in this Article 1 unless the context requires otherwise; (b) the singular will include the plural and vice versa; (c) references to “Recitals,” “Articles,” “Sections,” “Exhibits” or “Schedules” are to the recitals, articles, sections, exhibits or schedules of this Agreement, unless otherwise specified; (d) all references to a particular Person in any capacity will be deemed to refer also to such Person’s authorized agents, permitted successors and assigns in such capacity; (e) the words “herein,” “hereof” and “hereunder” will refer to this Agreement as a whole and not to any particular section or subsection hereof; (f) the words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation” and will not be construed to mean that the examples given are an exclusive list of the topics covered; (g) references to this Agreement will include a reference to all exhibits and schedules hereto; (h) references to any agreement, document or instrument will be construed at a particular time to refer to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced as of such time; (i) the masculine will include the feminine and neuter and vice versa; (j) references to any tariff, rate, or order of any Governmental Authority will mean such tariff, rate or order, as the same may be amended, modified, supplemented or restated and be in effect from time to time; (k) if any action or obligation is required to be taken or performed on any day which is not a Business Day, such action or obligation must be performed on the next succeeding Business Day; (l) references to an Applicable Law will mean a reference to such Applicable Law as the same may be amended, modified, supplemented or restated and be in effect from time to time; (m) all accounting terms not defined in this Agreement will be construed in accordance with Accounting Principles; (n) all references to a time of day shall be a reference to the prevailing time in Henderson, Kentucky; and (o) the financial and production cost models prepared by Big Rivers, including models filed with the KPSC, in connection with the application for approval of the Unwind Transaction and the New Transaction (the “Model”) have been prepared solely by Big Rivers and shall not be used by the Parties or any Governmental Authority to construe or interpret any provision of this Agreement. The Parties collectively have prepared this Agreement, and none of the provisions hereof will be construed against one Party on the ground that it is the author of this Agreement or any part hereof.

1.3 Calculations and Rounding. In making any mathematical calculation provided for or contemplated by this Agreement, the calculation will be made to six decimal places (rounded up if the numeral in the seventh decimal place is five or higher, and rounded down if the numeral in the seventh decimal place is lower than five).

ARTICLE 2

ELECTRIC SERVICES AND RATES

2.1 Service Period Obligations. In accordance with the terms and conditions of this Agreement, Kenergy will supply, and Alcan will purchase, Electric Services for a period beginning at 12:00:01 A.M. on the day next succeeding the Effective Date and continuing until 12:00:00 midnight on December 31, 2023, unless the Parties’ respective obligations to supply and purchase Electric Services are earlier terminated pursuant to the terms of this Agreement (the “Service Period”).

2.2 Characteristics of Service. Electric service to be supplied by Kenergy to Alcan under this Agreement shall be nominally three-phase, sixty cycle at 161,000 volts or as otherwise agreed to by the Parties and Big Rivers. The Parties and Big Rivers will mutually agree on limits of the regulation of voltage but at no time may such regulation of such limits be inconsistent with standards required by applicable Governmental Authorities or any other organizations that establish reliability and electric operation standards for the region.

2.3 Delivery Obligation. In accordance with this Agreement, during the Service Period, Kenergy will deliver, or cause to be delivered, at the Point of Delivery to Alcan Base Monthly Energy, Supplemental Energy and Back-Up Energy.

2.3.1 Base Monthly Energy. Alcan may purchase in each Hour of the Service Period an amount of Energy up to the Base Demand per Hour. For billing purposes, Base Monthly Energy consists of two components: Base Fixed Energy charged at the Base Rate and Base Variable Energy (which may be either a positive or negative amount) charged or credited at the Base Variable Rate.

2.3.2 Supplemental Energy. “Supplemental Energy” shall consist of (i) Interruptible Energy purchased by Kenergy from Big Rivers pursuant to Section 2.3.2(a) and Schedule 2.3.2(a), (ii) Buy-Through Energy purchased by Kenergy from Big Rivers and, in turn, by Big Rivers from Third Party Suppliers upon the interruption of Interruptible Energy, pursuant to Section 2.3.2(b), and (iii) Market Energy purchased by Kenergy from Big Rivers or Third Party Suppliers pursuant to Section 2.3.2(c).

(a) Interruptible Energy. As of the Effective Date, Kenergy shall make available to Alcan up to 10 MW per Hour of Energy subject to Kenergy’s right to interrupt the delivery of such Energy (“Interruptible Energy”) in accordance with the terms and conditions set forth in Schedule 2.3.2(a). Alcan hereby agrees to the terms and conditions of Schedule 2.3.2(a) and agrees to purchase the Scheduled Interruptible Energy made available thereunder and through its consent to quarterly confirmations from Big Rivers to Kenergy as described in Schedule 2.3.2(a).

(b) Buy-Through Energy. Upon each Notice of Interruption, Kenergy will offer to sell to Alcan any Firm Energy which Big Rivers in its sole discretion offers to Kenergy for resale to Alcan in lieu of the interrupted Scheduled Interruptible Energy (“Buy-Through Energy”) and the estimated price or prices during the specified Hour or Hours of Permitted Interruption upon which Big Rivers would supply such Energy. Alcan shall have ten minutes from the time it receives verbal Notice of Interruption to notify Big Rivers and Kenergy whether Alcan agrees to purchase Buy-Through Energy offered to be supplied by Big Rivers to Kenergy for resale to Alcan. Alcan promptly shall confirm verbal acceptance of the Buy-Through Energy with a facsimile confirmation or pursuant to other electronic communications acceptable to Kenergy and Big Rivers. Upon Kenergy’s acceptance of the Buy-Through Energy, the obligation of Big Rivers to provide the Buy-Through Energy shall become a Firm service commitment. The failure of Alcan to notify Kenergy and Big Rivers of acceptance of the Buy-Through Energy during the period provided shall constitute a rejection of the Buy-Through Energy, and the Permitted Interruption shall thereafter be implemented in accordance with the

applicable Notice of Interruption and neither Kenergy nor Big Rivers shall have any obligation to supply Alcan Buy-Through Energy during such Permitted Interruption.

(c) Market Energy. Kenergy shall use reasonable commercial efforts to acquire Supplemental Energy (other than Interruptible Energy or Buy-Through Energy) from either Big Rivers or one or more suppliers other than Big Rivers (“Third Party Suppliers”) for resale to Alcan, upon the request of Alcan (“Market Energy”) specifying (i) the requested amount and duration of such Energy, and (ii) all requested prices and material terms and conditions. Alcan shall pay to Kenergy all amounts that Kenergy is obligated to pay to either Big Rivers or any Third Party Supplier, including the purchase price paid by Kenergy for such Market Energy and the costs, if any, of transmission services or related services incurred on Third Party transmission systems to transmit such Market Energy to a point of interconnection with Big Rivers’ transmission system. Nothing in this Agreement may be construed to limit the ability of Kenergy to purchase Energy or other electric services from Third Party Suppliers to serve Alcan.

(i) Kenergy’s obligation to enter into any contractual arrangements with Big Rivers or a Third Party Supplier for the purchase of Market Energy shall be conditioned upon Kenergy’s prior receipt of a written notification from Alcan setting forth Alcan’s consent to the execution, delivery and performance of such contractual arrangements and upon Alcan’s providing such financial assurances as may be reasonably required to hold Kenergy harmless for its obligations in connection therewith.

(ii) As a condition to the effectiveness of any contractual arrangements for the purchase of Market Energy for resale to Alcan, Kenergy shall make application to, and use reasonable commercial efforts to obtain approval of, the KPSC to sell such Market Energy to Alcan each Billing Month in an amount that is equal to the amount that Kenergy is required to pay each Billing Month to Big Rivers or a Third Party Supplier, as applicable, for such Market Energy.

(iii) Promptly following request by Alcan for Market Energy, Kenergy shall request that Big Rivers provide all Transmission Services necessary to transmit Market Energy requested by Alcan from a point of interconnection on Big Rivers’ transmission system to the Point of Delivery. The amount of Market Energy transmitted from a point of interconnection on Big Rivers’ system to the Point of Delivery shall be reduced by the applicable system loss factor as provided in the OATT. Alcan acknowledges and agrees that Kenergy shall have no liability to Alcan for Big Rivers’ denial of Kenergy’s duly submitted request for reservation of Transmission Services.

(iv) With respect to a purchase of Market Energy from a Third Party Supplier, Kenergy shall be obligated to deliver to Alcan only those amounts of Market Energy received from such Third Party Supplier, net of applicable losses of Energy on Big Rivers’ transmission system. Kenergy will not be in default under any provision of this Agreement nor will it have any liability to Alcan if the non-delivery of Market Energy is due to a failure by a Third Party Supplier to deliver the full amount of Market Energy under the terms and conditions of the agreement between Kenergy and such Third Party Supplier provided that

Kenergy has assigned to Alcan Kenergy's rights and remedies against the Third Party Supplier under such agreement.

(v) If Alcan is unable to receive and consume Market Energy purchased by Kenergy from a Third Party Supplier because of an Uncontrollable Force, then upon the request of Alcan, Kenergy shall use reasonable commercial efforts to sell or cause to be sold such Market Energy to other Third Parties for the duration specified by Alcan's request. Kenergy shall apply all revenues derived from such resale as a credit to Alcan, net of any transmission services charges or related charges or other expenses incurred to make such resale.

2.3.3 Back-Up Energy. Kenergy shall provide Back-Up Energy to Alcan at the Point of Delivery through purchases of Energy from Big Rivers at the prices and on the terms and conditions set forth in Section 4.4.

2.4 Power Factor. Alcan shall use commercially reasonable efforts to maintain (a) a power factor at the Point of Delivery as nearly as practicable to unity, and (b) a power factor that is not below 0.90 leading or lagging with respect to maximum electric demand incurred by Alcan during any Billing Month. Alcan shall, without regard to the obligations of Big Rivers pursuant to the Alcan Wholesale Agreement, cause to be maintained a power factor at the Point of Delivery at unity with respect to Energy purchased by Kenergy or Big Rivers from Third Parties for resale to Alcan.

2.5 Title and Risk of Loss. Title to and risk of loss with respect to Energy provided by Kenergy to Alcan pursuant to this Agreement will pass from Kenergy to and rest in Alcan when the same is made available by Kenergy (or Big Rivers on behalf of Kenergy) at the Point of Delivery. After title passes to Alcan, Alcan will be deemed in exclusive control of the Energy and will be responsible for any damage or injury caused thereby.

2.6 Performance by Kenergy. Alcan acknowledges and agrees that, to the extent Big Rivers has a corresponding or related obligation to Kenergy under the Alcan Wholesale Agreement, Kenergy's performance of an obligation under this Agreement is subject to and conditioned upon Big Rivers' performance of such corresponding or related obligation to Kenergy. Alcan acknowledges and agrees that Big Rivers may enforce an obligation of Alcan under this Agreement which corresponds or relates to an obligation of Kenergy to Big Rivers under the Alcan Wholesale Agreement.

ARTICLE 3

CHANGES IN DEMAND AND SCHEDULING

3.1 Change In Base Demand. Alcan may change the Base Demand for any Fiscal Year only with the written consent of Kenergy and Big Rivers.

3.2 Scheduling.

3.2.1 Alcan shall not be required to schedule Base Monthly Energy, Buy-Through Energy or Back-Up Energy but shall use reasonable commercial efforts to inform Kenergy and Big Rivers promptly of any material change in its intended usage.

3.2.2 In accordance with the OATT, Alcan must schedule and arrange with Kenergy and Big Rivers no later than 9:00 A.M. on the Business Day immediately preceding the day or days of delivery, or as otherwise mutually agreed by the Parties and, if applicable, Big Rivers, the delivery of Interruptible Energy and Market Energy.

ARTICLE 4

CHARGES AND CREDITS

4.1 Monthly Charge. Alcan shall pay Kenergy the following (the “Monthly Charge”) for the Electric Services provided or made available under this Agreement:

- 4.1.1 the Base Energy Charge calculated pursuant to Section 4.2,
- 4.1.2 plus the Supplemental Energy Charge calculated pursuant to Section 4.3,
- 4.1.3 plus the Back-Up Energy Charge calculated pursuant to Section 4.4,
- 4.1.4 plus the Transmission Charge pursuant to Section 4.5,
- 4.1.5 plus the Excess Reactive Demand Charge calculated pursuant to Section 4.6,
- 4.1.6 plus the TIER Adjustment Charge calculated pursuant to Section 4.7,
- 4.1.7 plus the FAC Charge calculated pursuant to Section 4.8.1,
- 4.1.8 plus the Non-FAC Purchased Power Adjustment Charge calculated pursuant to Section 4.8.2,
- 4.1.9 plus the Environmental Surcharge calculated pursuant to Section 4.8.3,
- 4.1.10 plus or minus the monthly amortization of the Restructuring Amount calculated pursuant to Section 16.5,
- 4.1.11 less the Rebate calculated pursuant to Section 4.9,
- 4.1.12 less the Equity Development Credit calculated pursuant to Section 4.10,
- 4.1.13 plus the Surcharge calculated pursuant to Section 4.11,
- 4.1.14 plus the Retail Fee calculated pursuant to Section 4.12,
- 4.1.15 less the credits calculated pursuant to Section 4.13,
- 4.1.16 plus or minus other amounts calculated pursuant to Section 4.14, and
- 4.1.17 plus taxes calculated pursuant to Section 4.15.

4.2 Base Energy Charge. For any Billing Month, the “Base Energy Charge” shall be the sum of:

- (a) the product of Base Fixed Energy and the Base Rate; and
- (b) the product, whether positive or negative, of the Base Variable Energy and the Base Variable Rate.

Sample calculations of the Base Energy Charge at different load factors are set forth in Exhibit A.

4.3 Supplemental Energy Charge. For any Billing Month, the “Supplemental Energy Charge” shall be the sum of the charges, whenever determined, Kenergy is obligated to pay for the Interruptible Energy Charge, the Buy-Through Energy Charge, and the Market Energy Charge, as calculated below.

4.3.1 The “Interruptible Energy Charge” shall be the product of (i) the quantity of Interruptible Energy metered at the Point of Delivery during the Billing Month and (ii) the rate or rates for Interruptible Energy with respect to such Billing Month.

4.3.2 The “Buy-Through Energy Charge” shall be the sum of:

(a) any and all of the charges for Buy-Through Energy purchased by Kenergy for delivery to Alcan pursuant to Section 2.3.2(b) during such Billing Month including any and all separate charges for transmission services and related services, whenever incurred (including financial transmission rights, transmission congestion charges and similar costs or expenses), provided by a Third Party whose transmission system is used to transmit Buy-Through Energy purchased from a Third Party to a point at which Big Rivers’ transmission system is interconnected with such system; and

(b) all other charges that Kenergy may be required to pay to Big Rivers in connection with Buy-Through Energy, including any amount payable upon termination by reason of default of the supply arrangements between Big Rivers and Third Party Suppliers, net of recoveries by Big Rivers from such suppliers with respect to the supply of Buy-Through Energy to Kenergy for resale to Alcan.

4.3.3 The “Market Energy Charge” shall be the sum of:

(a) any and all of the charges for Market Energy purchased by Kenergy for delivery to Alcan pursuant to Section 2.3.2(c) during such Billing Month including any and all separate charges for transmission services and related services, whenever incurred (including financial transmission rights, transmission congestion charges and similar costs or expenses), provided by a Third Party whose transmission system is used to transmit Market Energy purchased from a Third Party to a point at which Big Rivers’ transmission system is interconnected with such system; and

(b) all other charges that Kenergy may be required to pay to Big Rivers or any Third Party Suppliers in connection with Market Energy, including any amount

payable upon termination by reason of default of the supply arrangements between Kenergy and Big Rivers or Kenergy and a Third Party Supplier, net of recoveries by Kenergy or Big Rivers from such suppliers with respect to the supply of Market Energy to Kenergy for resale to Alcan.

4.4 Back-Up Energy Charge. For any Billing Month, the “Back-Up Energy Charge” shall be the sum of the Hourly charges for Back-Up Energy calculated as follows:

4.4.1 The charge for Back-Up Energy supplied in any Hour shall equal the following:

(a) to the extent the Back-Up Energy was supplied by Big Rivers from generating facilities owned or controlled by Big Rivers and located within Big Rivers’ transmission control area, the charge shall be the product of (i) the amount of such Back-Up Energy, and (ii) the quotient of (A) a price equal to the greater of (1) the real time Hourly locational marginal price at Big Rivers’ interface with the Midwest Independent System Operator (or such other pricing reference point that shall be mutually agreed upon by the Parties and Big Rivers), and (2) Big Rivers’ system lambda; divided by (B) 1.00 minus the loss factor set forth in the OATT;

(b) to the extent the Back-Up Energy was not supplied pursuant to Section 4.4.1(a), the charge shall be the product of (i) the amount of such Back-Up Energy, and (ii) the quotient of (A) a price equal to 110% of the highest Hourly all inclusive cost incurred by Big Rivers to acquire any Energy, including such Back-Up Energy, and the separate cost, if any, whenever determined, of transmission services and related services provided by a Third Party whose transmission system is used to transmit Back-Up Energy purchased from a Third Party to a point at which Big Rivers’ transmission system is interconnected with such system and including any imbalance charges or other costs arising from the failure of a Third Party Supplier to deliver Energy that it is obligated to deliver; divided by (B) 1.00 minus the loss factor set forth in the OATT; and

(c) to the extent that the amount of Back-Up Energy required by Alcan during any Hour exceeds the sum of (x) ten MW per Hour, (y) the amount of Back-Up Energy resulting from deemed interruption of Scheduled Interruptible Energy pursuant to Schedule 2.3.2(a), and (z) the amount of Back-Up Energy resulting from the non-delivery of Market Energy purchased by Kenergy from a Third Party Supplier, then the charge for the excess amount of Back-Up Energy shall be the product of (i) the excess amount of Back-Up Energy, and (ii) the greater of (A) \$250 per MWh and (B) the price set forth in Section 4.4.1(b)(ii).

Sample calculations of the Back-Up Energy Charge are set forth in Exhibit A.

4.4.2 If during any Hour Kenergy provides Back-Up Energy to Alcan and “Back-Up Energy” (as defined in the Century Retail Agreement) to Century, then the provisions of Section 4.4.1 shall apply to a proportional number of MW of Back-Up Energy for each of Alcan and Century.

4.5 Charge for Transmission Services and Ancillary Services. For any Billing Month, the charge for transmission services and ancillary services (the “Transmission Charge”) shall be the sum of the charges, calculated in accordance with the OATT, for Transmission Services for

(a) Base Monthly Energy that are unbundled from the Large Industrial Rate in accordance with the terms of the Alcan Wholesale Agreement, if any; and (b) Supplemental Energy.

4.6 Excess Reactive Demand Charge. For any Billing Month, the “Excess Reactive Demand Charge”, if any, shall be the product of \$0.1433 and the amount, expressed in kilovars, of the difference, if positive, between:

(a) the maximum metered reactive demand of Alcan during the Billing Month, and

(b) an amount of kilovars equal to the sum of:

(i) the product of (A) 0.4843, and (B) the maximum hourly demand during a Billing Month, denominated in kilowatts, associated with Base Monthly Energy, Interruptible Energy, Market Energy, and Back-Up Energy provided by Big Rivers to Kenergy for resale to Alcan, but less the amount of such Interruptible Energy, Market Energy or Back-Up Energy that was purchased by Big Rivers from Third Parties, and

(ii) 54,114.

4.7 TIER Adjustment Charge.

4.7.1 The “TIER Adjustment Charge” shall be, for any Fiscal Year, the amount that is the product of the Applicable Percentage and the TIER Adjustment if, and only if, such TIER Adjustment is a positive amount; *provided, however*, that in no case will the TIER Adjustment Charge for any Fiscal Year exceed the amount that is the product of the Base Fixed Energy and the maximum additional charge per MWh set forth below for the applicable Fiscal Year:

<u>Fiscal Years</u>	<u>Maximum Additional Charge</u>
2008-2011	\$1.95 per MWh
2012-2014	\$2.95 per MWh
2015-2017	\$3.55 per MWh
2018-2020	\$4.15 per MWh
2021-2023	\$4.75 per MWh

If the TIER Adjustment shall be negative, there will be an Excess TIER Amount and no TIER Adjustment Charge.

4.7.2 Prior to each Fiscal Year, Big Rivers shall estimate both the TIER Adjustment and, if the TIER Adjustment is positive, the TIER Adjustment Charge based on the Budget for such Fiscal Year. Kenergy shall collect such estimated amount from Alcan in equal monthly installments as part of the Monthly Charge for each Billing Month during the applicable Fiscal Year.

4.7.3 Within 45 days following the end of the first, second and third fiscal quarters of each Fiscal Year, Big Rivers shall again estimate the TIER Adjustment and the corresponding amount of the TIER Adjustment Charge based on a comparison of the Budget and

year-to-date results of operations, and shall calculate a modified amount to be collected from, or refunded as a credit to, the Monthly Charge to Kenergy with respect to service to Alcan during the remaining portion of the Fiscal Year, including any amounts necessary to address any estimated under- or over-collection of the TIER Adjustment Charge from Alcan as compared to the Budget during the remainder of the Fiscal Year. Kenergy shall collect or credit such modified amount from Alcan in equal monthly installments as part of the Monthly Charge for the remaining Billing Months of the subject Fiscal Year.

4.7.4 As soon as reasonably practicable but no later than 120 days after the end of each Fiscal Year, Big Rivers shall calculate the TIER Adjustment and TIER Adjustment Charge for such Fiscal Year. The TIER Adjustment Charge for such Fiscal Year shall be compared to the aggregate amounts paid by Alcan in respect of the estimated TIER Adjustment Charge for such Fiscal Year, and the difference between such amounts shall be included as a charge or credit, as applicable, in the Monthly Charges for the fourth Billing Month of the next Fiscal Year.

4.7.5 The “TIER Adjustment” shall be the amount of incremental revenue, whether positive or negative, calculated with respect to each Fiscal Year after determination of Net Margins for such Fiscal Year (excluding amounts payable to Kenergy with respect to or relating to the revenue that results from the TIER Adjustment Charge and the “TIER Adjustment Charge” as defined in the Century Retail Agreement), that is necessary for Big Rivers to receive in order to achieve a TIER of 1.24 for such Fiscal Year; *provided, however*, that if the Service Period commences or terminates on a date other than the first or last day of a Fiscal Year and to give effect to this Section 4.7.5, the TIER Adjustment will be calculated on an Hourly basis only with respect to the partial period of the first or final Fiscal Year of the Service Period, as applicable. The determination of the TIER Adjustment shall be subject to the following:

(a) It shall be assumed that: Big Rivers shall have generated additional revenue from service to the Members for resale to the Non-Smelter Ratepayers as if Big Rivers had increased the Non-Smelter Member Rates by a weighted average of 2.00% in 2010, another 2.50% in 2018 and another 4.00% in 2021 if and to the extent Big Rivers had not prior to or during the year of the calculation increased the Non-Smelter Member Rates by at least such amounts. The revenues from any roll-in of the costs associated with costs recovered under the FAC, the Environmental Surcharge Rider or the Regulatory Account that are incorporated into base rates comprising a portion of the Non-Smelter Member Rates will not constitute an increase in the Non-Smelter Member Rates for purposes of this clause (a), and the revenues attributable to any such roll-in will be excluded in calculating the percentage of any increases in the Non-Smelter Member Rates. The expiration or termination of Big Rivers’ Member Discount Adjustment Rider shall be deemed to be an increase in the Non-Smelter Member Rates for purposes of this clause (a), without regard to whether such expiration or termination occurs prior to, on or after the Effective Date.

(b) It shall be assumed that: If a Member provides electric service to a New Ratepayer with a Firm demand in excess of 15 MW, such Member shall have paid to Big Rivers for wholesale Energy purchased and resold to the New Ratepayer at a price equal to the greater of: (i) the amount paid for such service and (ii) an amount calculated for the same period equal to (A) a rate, expressed in dollars per MWh, resulting from the application of the Large

Industrial Rate to a load with the New Ratepayer's load factor, plus \$0.25 per MWh, *plus* (B) the sum of the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis), *plus* (C) the Surcharge (the Surcharge being calculated on an amount per MWh based on Base Fixed Energy for such Fiscal Year) set forth in Section 4.11; *plus* (D) amounts corresponding to the amount per MWh paid by Kenergy during the same period for the TIER Adjustment Charge. If a Member provides electric service to a New Ratepayer with a Firm demand of 15 MW or less, such Member shall have paid to Big Rivers for wholesale Energy purchased and resold to the New Ratepayer at a price equal to the sum of (i) the Large Industrial Rate and (ii) the sum of the FAC Factor, the Environmental Surcharge Factor, and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis). For purpose of this clause (b), the revenues produced by any surcharge with respect to a New Ratepayer similar to the Surcharge or the "Surcharge" under the Century Retail Agreement will be assumed to accrue solely to the benefit of the Non-Smelter Ratepayers except to the extent such surcharge is paid by or imputed to a New Ratepayer pursuant to subclause (A) of this clause (b). The assumptions contained in this clause (b) shall not apply with respect to a New Ratepayer that first interconnects with Big Rivers' transmission system during the last three Fiscal Years of the Service Period or following notice of termination of this Agreement or the Century Retail Agreement.

(c) It shall be assumed that: Big Rivers' interest expense shall have been reduced by the product of (i) Big Rivers' average effective interest rate for borrowed money for the prior Fiscal Year, and (ii) the aggregate amount of any patronage capital retired by Big Rivers to its Members during the Service Period (other than any distribution from the Rural Economic Reserve, the Economic Reserve or the Transition Reserve or relating to the Surcharge or the "Surcharge" under the Century Retail Agreement), from and after the date of such retirement.

(d) It shall be assumed that: Interest on construction work-in-progress relating to the construction of new electric generating facilities or transmission facilities shall have been capitalized by Big Rivers if it has the right to elect to do so or it is obligated to capitalize such interest under Accounting Principles unless a Governmental Authority has approved the inclusion of such interest expenses in Big Rivers' revenue requirements for rate-making purposes or otherwise approved a surcharge for collecting such interest expenses.

(e) If Big Rivers acquires or constructs non-peaking electric generating facilities alone or with others ("New Facilities"), Big Rivers' interest expenses shall not include the interest imputed on the debt relating to the New Facilities ("Imputed Interest"); *provided, however*, that if a Governmental Authority has approved the inclusion of such generating facilities in Big Rivers' revenue requirements for rate-making purposes or otherwise approved a surcharge to provide for the recovery of the costs of such New Facilities, then actual interest expense with respect to such New Facilities shall be included in the TIER calculation to the extent recovery is permitted; *provided, further*, that this clause (e) may not cause the TIER Adjustment to become negative. For purposes of determining Imputed Interest, it shall be assumed that the New Facilities were financed 80% with debt and 20% with equity. Imputed Interest shall equal the product of (i) the weighted average interest rate on Big Rivers' debt for the Fiscal Year, and (ii) the amount of debt equal to 80% of the capital invested in the New Facilities.

(f) It shall be assumed that: The Rural Economic Reserve, the Economic Reserve and the Transition Reserve shall not generate any revenue or tax liability and the application of funds from the Rural Economic Reserve, the Economic Reserve or the Transition Reserve shall not result in any change in the Net Margins of Big Rivers.

(g) It shall be assumed that: Big Rivers shall have made no payment for damages or indemnification to or for the benefit of a Smelter with respect to the provision of Electric Services or “Electric Services” as defined in the Century Retail Agreement.

(h) It shall be assumed that: Big Rivers shall have paid no criminal penalties with respect to its acts or omissions other than criminal penalties that a Governmental Authority has approved the inclusion of in Big Rivers’ revenue requirements for rate-making purposes or otherwise approved a surcharge for collecting such penalties.

(i) It shall be assumed that: Big Rivers shall have received no proceeds from the sale of Energy to the wholesale market pursuant to Section 4.13.3 or the corresponding section of the Century Retail Agreement.

(j) It shall be assumed that: Big Rivers shall have incurred no expenses that are impermissible for inclusion in rates of electric generation and transmission cooperative utilities subject to the jurisdiction of the KPSC for rate-making purposes (currently including advertising expenses, branding expenses, charitable contributions and lobbying expenses) or specifically disallowed for rate making purposes by a Governmental Authority; *provided, however*, that denial by a Governmental Authority of expense recovery through the FAC or the Environmental Surcharge Rider shall not constitute an expense that is impermissible for inclusion in rates if the nature of such expense is recoverable in base rates.

(k) It shall be assumed that: There are no revenues and expenses associated with non-regulated businesses of Big Rivers.

(l) It shall be assumed that: No interest is paid pursuant either to Section 5.3 or Section 5.4 or pursuant to the corresponding sections of the Century Retail Agreement.

(m) It shall be assumed that: No amounts have been or are payable with respect to Excess Reactive Demand Charges or with respect to “Excess Reactive Demand Charges” under the Century Retail Agreement.

(n) It shall be assumed that: No administrative fee shall have been received by Big Rivers as a result of any Surplus Sales, Undeliverable Energy Sales or Potline Reduction Sales or sales of Energy pursuant to the corresponding sections of the Century Retail Agreement.

(o) Additional costs related to a change in Big Rivers’ depreciation rates may not be included in the calculation of the TIER Adjustment unless such change has been approved, consented to or accepted by the KPSC or, if the KPSC no longer has jurisdiction over Big Rivers, by the RUS or any other Governmental Authority having jurisdiction over such change, if any.

(p) It shall be assumed that: The amortization of any Restructuring Amount is zero.

4.7.6 Any proceeds received or transaction costs paid by Big Rivers as part of or in connection with the consummation of the Unwind Transaction shall be disregarded for purposes of computing the TIER Adjustment Charge for the Fiscal Year in which the Unwind Transaction occurs.

4.8 Adjustable Charges.

4.8.1 The “FAC Charge” shall be the product of the FAC Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.8.2 The “Non-FAC Purchased Power Adjustment Charge” shall be the product of the Non-FAC Purchased Power Adjustment Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.8.3 The “Environmental Surcharge” shall be the product of the Monthly Environmental Surcharge Factor (expressed in dollars per MWh) and Base Monthly Energy.

4.9 Rebate. If there is an Excess TIER Amount in any Fiscal Year and Big Rivers elects to implement a rebate to its Members in respect thereof, then no later than the first day of the fifth month of the following Fiscal Year, Kenergy will credit to Alcan an amount (the “Rebate”) equal to the product of:

- (i) the Excess TIER Amount, and
- (ii) a fraction:
 - (1) the numerator of which is the Base Fixed Energy for such Fiscal Year, and
 - (2) the denominator of which is the sum during the applicable Fiscal Year of (A) Big Rivers’ aggregate sales of Energy to Members for resale to Non-Smelter Ratepayers, (B) the Base Fixed Energy, and (C) the aggregate amount of “Base Fixed Energy” as defined in the Century Retail Agreement (without regard to whether the Century Retail Agreement is then in effect).

4.10 Equity Development Credit. If there is an Excess TIER Amount in any Fiscal Year and Big Rivers does not elect to implement a rebate to its Members, then no later than the first day of the fifth month of the following Fiscal Year, Kenergy will credit against the next Monthly Charge an amount (the “Equity Development Credit”) equal to the product of:

- (i) the Excess TIER Amount, and
- (ii) a fraction:

(1) the numerator of which is the Base Fixed Energy for such Fiscal Year, and

(2) the denominator of which is the sum during the applicable Fiscal Year of (A) Big Rivers' aggregate sales of Energy to Members for resale to Non-Smelter Ratepayers, (B) the Base Fixed Energy, and (C) the aggregate amount of "Base Fixed Energy" as defined in the Century Retail Agreement (without regard to whether the Century Retail Agreement is then in effect).

Notwithstanding the above, the Equity Development Credit for any Fiscal Year may not exceed an amount which would cause the charge for Base Fixed Energy (including Energy curtailed pursuant to Section 4.13.2 or sold to Third Parties pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, Section 10.2 as Undeliverable Energy Sales or Section 10.3 as Potline Reduction Sales) less the Equity Development Credit for such Fiscal Year on a per MWh basis to be less than (A) the Large Industrial Rate for a customer with a 98% load factor plus (B) the sum of the FAC Factor, the Environmental Surcharge Factor and the Non-FAC Purchased Power Adjustment Factor (each calculated on a per MWh basis).

4.11 Surcharge. In addition to any other amounts payable under this Agreement, and notwithstanding anything in this Agreement to the contrary, Alcan shall pay a surcharge (the "Surcharge") equal to the sum of the following:

(a) As applicable:

(i) \$184,361 each Billing Month from the Effective Date through and including December, 2011;

(ii) \$263,373 each Billing Month from January, 2012 through and including December, 2016;

(iii) \$367,380 each Billing Month from January, 2017 through the expiration of the stated Term of this Agreement; *plus*

(b) For any Billing Month, the product of (i) Base Fixed Energy and (ii) \$0.60 per MWh; *plus*

(c) For any Billing Month, the product of (i) Base Fixed Energy and (ii) the number of cents per MW per Hour (which number shall not exceed 60 or be less than zero) that Big Rivers' projected annual average costs per MWh for fuel consumed by Big Rivers in its coal-fired generation as set forth in its Budget are greater than the amounts set forth on Schedule 4.11(c), in each case, for that Fiscal Year relating to such Billing Month. Big Rivers shall within 45 days following the end of each fiscal quarter compute its actual costs per MWh for fuel consumed by Big Rivers' coal-fired generation in each Billing Month for such fiscal quarter and shall calculate (on a fiscal-year-to-date basis in a manner consistent with this Section 4.11(c)) an additional amount to be paid by or credited to Alcan based on such actual costs incurred for fuel consumed compared to the amounts set forth in the Budget for such Billing Months; *provided*, any additional amounts to be paid by or credited to Alcan shall be applied to amounts due for the remainder of the Fiscal Year under this Section 4.11(c). Within 120 days of

the end of each Fiscal Year, an additional amount shall be credited to Alcan if necessary so that the total amounts paid pursuant to this Section 4.11(c) for such Fiscal Year shall not exceed an amount equal to the product of Base Fixed Energy for such Fiscal Year and 60 cents per MW per Hour; such amount shall be included as a credit, if applicable, in the Monthly Charges for the fourth Billing Month of the next Fiscal Year; *minus*

- (d) For each of the first 96 Billing Months, \$86,588.

The obligations of Alcan to pay the Surcharge will cease to accrue upon the termination of this Agreement. Sample calculations of the Surcharge under Section 4.11(c) are set forth in Exhibit A.

4.12 Retail Fee. For any Billing Month, the “Retail Fee” shall, unless modified in accordance with Section 13.1.2, be an amount equal to the sum of:

- (a) the product of:
 - (i) \$0.000045 per kWh, and
 - (ii) the sum of the Base Monthly Energy, Supplemental Energy, and Back-Up Energy purchased by Alcan pursuant to this Agreement, and
- (b) \$2,614 per month.

4.13 Credits.

4.13.1 Surplus Sales, Undeliverable Energy Sales and Potline Reduction Sales. For any Billing Month, Kenergy will credit Alcan (a) the Net Proceeds of any Surplus Sales pursuant to Section 10.1 to the extent of the Avoidable Base Charge; and (b) the amount of Net Proceeds of any Undeliverable Energy Sales or Potline Reduction Sales to which Alcan is entitled pursuant to Section 10.2 or Section 10.3, respectively, less \$0.25 per MWh as an administrative fee in each case. Sample calculations of the Net Proceeds from Surplus Sales, Undeliverable Energy Sales and Potline Reduction Sales that would be credited to Alcan are set forth in Exhibit A.

4.13.2 Curtailment of Purchased Power. For any Billing Month, Kenergy will credit Alcan for any Hour during such Billing Month an amount equal to the product of (a) the Market Reference Rate during such Hour, and (b) the amount of Base Demand per Hour curtailed, if any, during such Hour in an amount and for a duration mutually agreed among Alcan, Kenergy and Big Rivers pursuant to this Section 4.13.2 and the corresponding section of the Century Retail Agreement. If both Alcan and Century agree to the curtailment of the delivery of Base Demand per Hour pursuant to this Section 4.13.2 and the corresponding section of the Century Retail Agreement, Alcan and Century shall notify Kenergy and Big Rivers as to whose curtailment shall take precedence. If Kenergy and Big Rivers are not notified as to whose curtailment shall take precedence, the Smelter whose curtailment is largest shall take precedence, and if the amount of curtailment by each Smelter is the same, then the Smelter whose curtailment notice was received by Kenergy and Big Rivers first shall take precedence. From time to time,

Alcan shall notify Kenergy and Big Rivers of the minimum price at which it is willing to consider curtailment of the delivery of Base Demand per Hour pursuant to this Section 4.13.2. Notwithstanding the foregoing, Alcan hereby releases Kenergy and Big Rivers from any or all claims or liabilities resulting from a failure of Kenergy or Big Rivers to fulfill its obligations pursuant to this Section 4.13.2 (other than applying credits under this Section 4.13.2 to the Monthly Charge), including a failure to notify Alcan of Energy prices reaching or exceeding the minimum price at which Alcan will consider curtailment. Sample calculations of credit that would be due to Alcan for curtailment of purchased power are set forth in Exhibit A.

4.13.3 Economic Sales. For any Billing Month, Kenergy will credit Alcan 100% of the Net Proceeds Kenergy receives from Big Rivers (which is 75% of the Net Proceeds that Big Rivers receives) in respect of the curtailment of the delivery of Base Demand per Hour in an amount and for a duration mutually agreed among Alcan, Kenergy and Big Rivers if Big Rivers sells such curtailed Base Demand per Hour to the wholesale Energy market ("Economic Sales"); *provided*, that unless otherwise agreed among Kenergy, Alcan and Big Rivers, (a) the amount of Base Demand per Hour curtailed by Alcan may not exceed 100 MW per Hour, (b) the number of curtailments each year shall be limited to twelve, and (c) each curtailment may not last longer than four Hours, and *provided further*, that Big Rivers shall have no obligation to make Economic Sales until after Big Rivers first sells all of its own surplus Energy to the wholesale Energy market. If both Alcan and Century agree to the curtailment of the delivery of Base Demand per Hour pursuant to this Section 4.13.3 and the corresponding section of the Century Retail Agreement, Alcan and Century must notify Kenergy and Big Rivers as to whose curtailment shall take precedence. If Kenergy and Big Rivers are not notified as to whose curtailment shall take precedence, the Smelter whose curtailment is largest shall take precedence, and if the amount of curtailment by each Smelter is the same, then the Smelter whose curtailment notice was received by Kenergy and Big Rivers first shall take precedence. From time to time, Alcan shall notify Kenergy and Big Rivers of the minimum price at which it is willing to consider curtailment pursuant to this Section 4.13.3. Notwithstanding the foregoing, Alcan hereby releases Kenergy and Big Rivers from any or all claims or liabilities resulting from the failure of Kenergy or Big Rivers to fulfill its obligations pursuant to this Section 4.13.3 (other than applying credits under this Section 4.13.3 to the Monthly Charge), including a failure to notify Alcan of Energy prices reaching or exceeding the price of which Alcan will consider curtailment and the failure to make such sales after such notification. Sample calculations of the portion of the Net Proceeds from Economic Sales that would be credited to Alcan are set forth in Exhibit A.

4.13.4 Market Energy Sales. For any Billing Month, Kenergy will credit Alcan all revenues derived from the resale of Market Energy purchased from Third Party Suppliers, net of any transmission services charges or any other charges or other expenses in connection therewith whenever incurred, that Kenergy receives from the sale of Market Energy to Third Parties pursuant to Section 2.3.2(c)(v). Sample calculations of credit that would be due to Alcan for such sales of Market Energy are set forth in Exhibit A.

4.14 Other Amounts. For any Billing Month, any amounts payable pursuant to Section 10.1.4, 10.2.3 or 10.3.7 shall be added to or subtracted as applicable from the calculation of the Monthly Charge.

4.15 Taxes. No state or local sales, excise, gross receipts or other taxes are included in the charges and credits set forth in this Article 4. Alcan shall pay or cause to be paid any such taxes which are now or hereafter become applicable to the sale of Electric Services to Alcan under this Agreement.

ARTICLE 5

BILLING

5.1 Monthly Invoice. Kenergy shall bill Alcan on or before the tenth Business Day of each month for the Monthly Charge as calculated pursuant to Article 4 based on the sale of Electric Services during the most recently ended Billing Month plus any other amounts then due and owing pursuant to this Agreement. Alcan shall pay Kenergy (or Big Rivers on behalf of Kenergy) the Monthly Charge and any other amounts due and owing in immediately available funds to an account designated in the Lockbox Agreement on the Business Day following the 24th day of the month following the Billing Month or such earlier date of such month on which the Members' payment to Big Rivers for the provision of electric services is due. For the convenience of the Parties, and to facilitate satisfaction of Kenergy's obligation to Big Rivers, Alcan hereby acknowledges and consents to the assignment by Kenergy to Big Rivers of its right to receive such payment from Alcan under this Agreement other than with respect to the Retail Fee and Kenergy's rights to collect and enforce collection of such amounts due from Alcan. If Big Rivers owes credits or funds to Kenergy for the benefit of Alcan, Kenergy hereby assigns such credits or funds to Alcan and shall cooperate with and assist Alcan with respect to any collections of amounts due from Big Rivers to Kenergy; *provided*, that Alcan shall reimburse Kenergy for any reasonable expenses Kenergy incurs in providing such cooperation or assistance.

5.2 Right to Discontinue Service. If Alcan fails to pay any monthly invoice rendered by Kenergy (or Big Rivers on behalf of Kenergy) within the time prescribed in Section 5.1, Kenergy may discontinue delivery of any or all Electric Services hereunder upon 120 Hours prior written notice to Alcan and Big Rivers of its intention to do so. Kenergy's discontinuance of such service for non-payment will not in any way affect, diminish or limit the obligations of Alcan to make all payments required under this Agreement, as and when due.

5.3 Default Interest. If any monthly invoice rendered by Kenergy (or Big Rivers on behalf of Kenergy) is not paid on the due date, interest will accrue and become payable by Alcan to Kenergy on all unpaid amounts at a rate of four percentage points over the Prime Rate commencing on the first day after the due date.

5.4 Payments Under Protest. If any portion of any monthly statement is disputed by Alcan, the disputed amount must be paid, under protest, when due. If the disputed amount of the payment is found to be incorrect, following receipt from Big Rivers, Kenergy (or Big Rivers on behalf of Kenergy) shall promptly cause to be refunded to Alcan the amount that was not then due and payable, together with interest at the Prime Rate commencing on the first day after the date of payment and accruing on each day thereafter until the date the refund is made.

5.5 Release and Indemnification.

(a) Alcan (i) shall release Kenergy from any and all claims Alcan may have against Kenergy for the failure of Big Rivers to satisfy its obligations under the Alcan Wholesale Agreement, and (ii) agrees to indemnify, hold harmless and defend Kenergy from and against any and all claims Big Rivers may assert against Kenergy in connection with any failure by Big Rivers to perform under the Alcan Wholesale Agreement, but only if Kenergy shall have fully performed its obligations set forth in clause (b) below.

(b) If Big Rivers shall default under the Alcan Wholesale Agreement, Kenergy shall immediately deliver to Alcan (i) a power-of-attorney with full power of substitution which shall designate Alcan or its designee as Kenergy's attorney-in-fact (which shall be coupled with an interest and irrevocable) for purposes of negotiating and prosecuting any and all claims Kenergy may have against Big Rivers for a failure of Big Rivers to satisfy its obligations under the Alcan Wholesale Agreement and to file or prosecute any claim, litigation, suit or proceeding before any Governmental Authority in the name of Kenergy or in its own name, or take such other action otherwise deemed appropriate by Alcan for the purposes of obtaining legal or equitable relief as a result of the failure of Big Rivers to satisfy its obligations under the Alcan Wholesale Agreement and to compromise, settle, or adjust any suit, action or proceeding related to Big Rivers' failure to satisfy such obligations and to give such discharges or releases as Alcan may deem appropriate, and (ii) an assignment conveying to Alcan all of Kenergy's right, title and interest in and to any legal, equitable or other relief, including the recovery of damages and the grant of injunctive relief or other remedies to which Kenergy may be entitled with respect to Big Rivers' failure to satisfy its obligations under the Alcan Wholesale Agreement. The power-of-attorney and the assignment shall be in form and substance reasonably satisfactory to Alcan and shall be legally effective and enforceable under Kentucky or other Applicable Law.

5.6 No Waiver. No payment made by Alcan pursuant to this Article 5 will constitute a waiver of any right of Alcan to contest the correctness of any charge or credit.

5.7 No Payment. In no case shall Kenergy or Big Rivers be obligated to make a payment to Alcan in connection with the application of a credit to Alcan's Monthly Charges except to the extent otherwise expressly provided in Section 10.2.1(a) with respect to Undeliverable Energy Sales.

ARTICLE 6

EFFECTIVE DATE AND CONDITIONS

6.1 Effective Date. The obligations of the Parties under Article 2, Article 3, Article 4, Article 5, Section 7.3, Article 8, Article 9, Article 10, Article 11, Article 12, Article 13, Article 14 and Section 16.5 shall not commence until the Effective Date. The "Effective Date" will occur on the first date each of the conditions set forth in Section 6.2 has been satisfied in full or waived in writing by the Party in whose favor such condition exists (to the extent one or more conditions is subject to being waived).

6.2 Conditions to Occurrence of Effective Date. The following shall be conditions to the occurrence of the Effective Date:

6.2.1 Each of the representations and warranties of the Parties contained in this Agreement and the representations and warranties of Big Rivers and Kenergy in the Alcan Wholesale Agreement will be true and correct as of the date hereof and the Effective Date (as though such representations and warranties were made at and as of the date hereof and the Effective Date), and each of the Parties shall have received a certificate to such effect from the other Party with respect to the other Party's representations and warranties in this Agreement and Alcan shall have received a certificate to such effect from Kenergy and Big Rivers in respect of their respective representations and warranties in the Alcan Wholesale Agreement.

6.2.2 The Unwind Transaction will have been consummated, including the termination of the agreements set forth on Schedule 6.2.2.

6.2.3 Each of the documents and agreements set forth in Schedule 6.2.3 will have been duly authorized, executed and delivered by the parties thereto, and all conditions precedent to the effectiveness of such agreements will have been satisfied or waived, and shall, if amended after the date hereof and prior to the Effective Date, be acceptable to Alcan.

6.2.4 The Alcan Wholesale Agreement shall be acceptable in form and substance to Alcan and shall not have been amended, or, if amended, shall be acceptable in form and substance to Alcan.

6.2.5 The Alcan Guarantee will have been duly authorized, executed and delivered by Alcan Parent and be in full force and effect.

6.2.6 Release documents releasing the liabilities and obligations under the documents listed on Schedule 6.2.2 will have been duly authorized, executed and delivered by Big Rivers, Kenergy, Century, LG&E and Alcan, as applicable.

6.2.7 No authorization or approval or other action by, and no notice to or filing or registration with, or license or permit from any Person, including any Governmental Authority, will be necessary prior to start of the Service Period, other than (i) as may be required under Applicable Law to be obtained, given, accomplished or renewed at any time or from time to time after the Effective Date and which are routine in nature or which cannot be obtained, or are not normally applied for, prior to the time they are required and which Kenergy has no reason to believe will not be timely obtained and in each case which do not prevent provision of Electric Services as described herein, and (ii) with respect to the approval of the KPSC or FERC, on the Effective Date, such approvals will have been duly given or issued, received and will be in full force and effect and unappealable, and all conditions therein will have been satisfied to the extent required to be satisfied by Kenergy or Big Rivers on or prior to the Effective Date.

6.2.8 The Alcan Wholesale Agreement, the Century Wholesale Agreement and the Century Retail Agreement will have been duly authorized, executed and delivered by the parties thereto and be in full force and effect and all conditions precedent to the effectiveness will have been satisfied or waived other than conditions within the control of Kenergy or

conditions that automatically will become effective simultaneously with the Effective Date or the Unwind Transaction.

6.2.9 No authorization or approval or other action by, and no notice to or filing or registration with, or license or permit from any Person, including any Governmental Authority, will be necessary for the execution, delivery or performance by Alcan of its obligations under this Agreement.

6.2.10 RUS shall have consented to the Unwind Transaction and the New Transaction and to all arrangements and agreements required to implement the Unwind Transaction and the New Transaction.

6.3 Efforts to Satisfy Conditions to Effective Date. Each of the Parties shall use commercially reasonable efforts and act in good faith to satisfy all of the conditions set forth in Section 6.2 at the earliest practicable date (other than those which the applicable Party agrees to waive). At such time as Kenergy or Alcan believes such conditions have been satisfied, such Party shall notify the other Party in writing. The obligations of the Parties under this Section 6.3 will continue until the earlier of (a) such time as this Agreement terminates pursuant to Section 7.2, and (b) the Effective Date.

ARTICLE 7

TERM AND TERMINATION

7.1 Term. Subject to Section 6.1, this Agreement will become binding on the Parties on the date of execution and delivery by the Parties and will remain in full force and effect until December 31, 2023 (the “Term”), unless earlier terminated pursuant to the terms hereof.

7.2 Termination Prior to Effective Date. This Agreement may be terminated without cost or penalty prior to the occurrence of the Effective Date in accordance with this Section 7.2.

7.2.1 Termination for Failure to Satisfy Conditions to Effective Date. Either Party may terminate this Agreement without cost or penalty by providing five Business Days’ prior written notice of termination to the other Party upon the failure of the conditions in Section 6.2 to be satisfied in full or waived by the Person in whose favor the condition exists on or before July 31, 2009, or such later date as the Parties may agree, unless any such condition is satisfied or waived by the applicable Person within such five Business Day period.

7.2.2 Termination In Event Unwind Transaction Will Not Be Consummated. This Agreement may be terminated by either Party at any time prior to the Effective Date upon receipt of notice from LG&E or Big Rivers that either LG&E or Big Rivers does not intend to consummate the Unwind Transaction.

7.2.3 Termination Due to KPSC Modification. If the KPSC issues an order on any of the filings by Big Rivers or other Persons seeking necessary approvals for the Unwind Transaction and the New Transaction that disapproves or changes the pricing or other material terms of this Agreement or the Alcan Wholesale Agreement or Big Rivers' ability to recover costs from the Smelters or the Non-Smelter Ratepayers other than as contemplated in connection

with the New Transaction, either Party may terminate this Agreement without cost or penalty by providing written notice of termination to the other Party and Big Rivers no later than three Business Days after the first to occur of the following: (i) the last date on which a petition for re-hearing may be filed if such a petition has not been filed, (ii) the date on which the KPSC issues an order denying the request for re-hearing for any petition for re-hearing that may have been filed during the allowed period and (iii) if a rehearing occurs, following the date on which an order on rehearing is issued.

7.2.4 Termination Due to Business Judgment.

(a) Either Party may terminate this Agreement without cost or penalty by providing written notice of termination to the other Party and Big Rivers if it determines in its business judgment, exercised in good faith, that based on information considered by it, including information provided by Big Rivers, Big Rivers' operations cannot produce during the first five years of the Service Period the charges projected in Big Rivers' financial model and filed with the KPSC in the application for approval of the New Transaction.

(b) Alcan may terminate this Agreement without cost or penalty by providing written notice of termination to Kenergy and Big Rivers if it determines in its business judgment, exercised in good faith, that there has been a material adverse change in the production facilities of Alcan or a material change in economic or business factors external to the terms of the New Transaction, that would have a material adverse financial effect on Alcan if the New Transaction is consummated.

7.2.5 Alcan Wholesale Agreement Termination. Kenergy may terminate this Agreement if Big Rivers terminates the Alcan Wholesale Agreement prior to the Effective Date.

7.2.6 Effect of Pre-Effective Date Termination. If this Agreement is terminated in accordance with this Section 7.2, Kenergy and Alcan acknowledge and agree that the Existing Alcan Agreement and the Kenergy/LG&E Contract and all other related documents and agreements will continue in full force and effect as if this Agreement had not been executed and delivered by the Parties.

7.3 Termination After the Effective Date. This Agreement may be terminated after the occurrence of the Effective Date in accordance with this Section 7.3.

7.3.1 Termination for Closing of Sebree Smelter.

(a) Alcan may terminate this Agreement as of a date not less than one year from the date it provides written notice (a "Notice of Termination for Closure") to Kenergy and Big Rivers of the termination of this Agreement in accordance with this Section 7.3 in connection with the termination and cessation of all aluminum smelting operations at the Sebree Smelter.

(b) No termination pursuant to Section 7.3.1(a) may be effective prior to December 31, 2010. If Century has given a "Notice of Termination for Closure" under the Century Retail Agreement prior to the delivery of Notice of Termination for Closure by Alcan and if the Transmission Upgrade has not been completed at the time of such termination, Alcan

may not exercise its right to terminate this Agreement pursuant to this Section 7.3.1 with an effective date prior to December 31, 2011. To be effective, any Notice of Termination for Closure must be accompanied by a certificate of the president of Alcan Parent including a representation and warranty that it has made a business judgment in good faith to terminate and cease all aluminum smelting at the Sebree Smelter and has no current intention of re-commencing smelting operations at the Sebree Smelter.

7.3.2 Termination for Event of Default. This Agreement may be terminated following the occurrence and during the continuation of an Event of Default pursuant to Article 14.

ARTICLE 8

METERING

8.1 Metering Facilities. Kenergy will provide or cause to be provided metering facilities at the Point of Delivery which measure Hourly kW, kWh, kilovars, kilovar-hours and voltage fluctuation spectra.

8.2 Reading. Kenergy will read or cause to be read the meters at the Point of Delivery on the last date of each month (or such other date as may be agreed upon by the Parties).

8.3 Testing. Kenergy will test, or cause to be tested, the calibration of the meters at the Point of Delivery by comparison of accurate standards at least once every twelve months (or more often if so required by Applicable Law) and will give Alcan not less than five Business Days' prior notice of such testing. Alcan will have the right to observe and participate in all meter tests. Meters registering not more than plus or minus 1% inaccurate will be deemed to be accurate (unless Applicable Law establishes a standard more stringent than 1%, in which case, the more stringent standard will apply). The reading of any meter which will have been disclosed by tests to be inaccurate will be corrected for the 60 days before such tests (or for such shorter period if applicable) in accordance with the percentage of inaccuracy found by such tests. If any meter should fail to register for any period, the Parties and Big Rivers will make mutually agreed upon estimates for such period from the best information available. If Alcan requests a special meter test, Kenergy shall cause such test to be conducted; *provided, however*, that if any special meter test made at the request of Alcan discloses that the meters are not more than plus or minus 1% inaccurate, Alcan shall reimburse Kenergy for the reasonable cost of such test. In all other respects, meters through which Kenergy delivers Energy to Alcan shall be installed, operated, maintained and tested in accordance with all Applicable Law and Prudent Utility Practice.

ARTICLE 9

OPERATIONAL MATTERS

9.1 Operations and Operational Responsibility. In carrying out the requirements of this Agreement, each Party will comply with the reliability criteria, standards, guidelines and

operating procedures of any national electric reliability organization, SERC, Applicable Law and any regional transmission organization (if applicable), and neither Party will be required to take any action in violation of any thereof.

9.1.1 Kenergy will operate and maintain or cause to be operated and maintained any facilities owned by it on the premises of Alcan.

9.1.2 Alcan will operate and maintain, or cause to be operated and maintained, all of the facilities and equipment owned by it.

9.2 Facilities Provided by Kenergy. Kenergy has caused to be furnished and installed, or shall cause to be furnished or installed, all of the facilities required for the delivery of Energy to the Point of Delivery, as well as the 161 kilovolt transmission lines required between the Point of Delivery and Alcan's electrical substation. Kenergy shall install and maintain, or shall cause to be installed and maintained, any and all interconnection equipment, metering, or substation equipment, and other equipment, including switching and protective equipment, necessary to deliver Energy to Alcan at the Point of Delivery. Kenergy will keep or cause to be kept, all such equipment in good working order, condition and repair (ordinary wear and tear excepted) such that all such equipment is capable of operating, consistent with Prudent Utility Practice, to the extent necessary to assure sufficient capability to take and use the Electric Services to be delivered by Kenergy to Alcan as provided for in this Agreement.

9.3 Facilities Provided by Alcan.

9.3.1 Alcan has provided or shall provide, without cost to Kenergy or Big Rivers all easements for rights-of-way upon Alcan's property at the Sebree Smelter (at such locations and of such dimensions as may be mutually agreed upon) for Big Rivers' transmission lines and for any Kenergy distribution lines.

9.3.2 Alcan has furnished and installed, shall furnish and install, or cause to be furnished or installed, such facilities and equipment as may be necessary to enable it to receive and use Energy purchased hereunder at and from Alcan's substation located adjacent to the Sebree Smelter, including such protective devices as may be reasonably necessary to protect Big Rivers' transmission system from disturbance caused by Alcan. Additional plans for equipment to be installed for such protection of the facilities of Kenergy or Big Rivers shall be submitted to Kenergy and Big Rivers for prior approval.

9.4 Curtailement. If Big Rivers determines in accordance with Prudent Utility Practice, or in compliance with any national electric reliability organization, SERC, Applicable Law and other regulation, any applicable regional transmission organization, or other applicable operating criteria or rules, that a System Emergency has occurred or is imminent, and after suspending or reducing deliveries to Persons purchasing interruptible Energy from Big Rivers, Kenergy may suspend or reduce the delivery of Energy hereunder and may cease to make available in whole or in part the Electric Services, in each case to the extent caused by, or that Kenergy or Big Rivers determines necessary or prudent under the circumstances to prevent or attempt to prevent, or counter or reduce the effects of, such System Emergency. Alcan acknowledges and agrees that any curtailement caused by a System Emergency (or for any other

reason) that cannot be avoided after the suspension or reduction of deliveries to Persons purchasing interruptible Energy from Big Rivers will be effected in a non-discriminatory manner consistent with Big Rivers' then-current policies and procedures. Kenergy shall request Big Rivers notify Alcan as to the occurrence or threatened occurrence of any System Emergency or other event that may require curtailment, its cause and its impact on the delivery of Energy or the provision of Electric Services, as soon as practicable. Kenergy will not be obligated to supply Electric Services to the extent suspended or curtailed as a result of the System Emergency.

9.5 Ownership and Removal of Equipment. Any and all equipment, apparatus, devices or facilities placed or installed, or caused to be placed or installed, by either of the Parties hereto (or by Big Rivers) on or in the premises of the other Party (or Big Rivers) to receive service under this Agreement shall be and remain the property of the Party (or Big Rivers) owning and installing such equipment, apparatus, devices or facilities regardless of the mode or manner of annexation or attachment to real property of the other. Upon the termination of this Agreement or any extension thereof, the owner (including, if applicable, Big Rivers) of any equipment, apparatus, devices or facilities on the property of a Party shall have the right to enter upon the premises of that Party, and shall, within a reasonable time and at the sole expense of the owner, remove such equipment, apparatus, devices or facilities.

9.6 Right of Access. Alcan grants the duly authorized agents and employees of Kenergy and Big Rivers the right to reasonable access to the premises of Alcan to the extent reasonably required for the purposes of installing, repairing, inspecting, testing, renewing or exchanging any or all of its equipment located on the premises of Alcan, for reading or testing meters, or for performing any other work incident to the performance of this Agreement. Kenergy or Big Rivers shall make reasonable advance arrangements before entering the premises of Alcan.

9.6.1 Alcan shall use commercially reasonable efforts to properly protect the property of Kenergy or Big Rivers, located on its premises, and shall permit no Person to inspect or adjust the wiring and apparatus of Kenergy (or Big Rivers) except with Kenergy's consent. Neither Party assumes the duty or responsibility of inspecting the wiring or apparatus of the other Party.

9.6.2 Alcan grants to Kenergy and its agents and employees a license to enter Alcan's electrical substation located adjacent to the Sebree Smelter and upon Alcan's easements and rights-of-way to accomplish the purposes of this Agreement, *provided* that reasonable advance arrangements appropriate under the circumstances are made.

ARTICLE 10

COVENANTS

10.1 Surplus Sales.

10.1.1 Alcan may request that Kenergy sell Energy through Big Rivers which is surplus to Alcan's needs by delivering prior written notice to Kenergy and Big Rivers (a) identifying the portion of Base Demand per Hour Alcan requests Kenergy and Big Rivers sell

and the associated times and duration of the requested sales, and (b) agreeing to curtail its demand per Hour so Alcan's actual demand and the Energy sold pursuant to this Section 10.1 ("Surplus Sales") is not expected to exceed the Base Demand per Hour. Kenergy and Big Rivers shall have no obligation to make Surplus Sales if the portion of Base Demand per Hour Alcan requests to be sold exceeds the Base Demand per Hour or is less than ten MW or not in integral multiples of one MW. For the avoidance of doubt, Surplus Sales shall not include sales of Economic Sales, Undeliverable Energy Sales or Potline Reduction Sales. Any request by Alcan pursuant to this Section 10.1 shall be irrevocable following Big Rivers' entry into contractual obligations with a Third Party relating to such Surplus Sales.

10.1.2 Alcan acknowledges and agrees that Big Rivers and Kenergy shall have no obligation to use any efforts to make Surplus Sales if Big Rivers, in its sole discretion exercised in good faith, estimates the Net Proceeds therefrom would be less than \$1.00 per MWh in excess of the sum of the Base Variable Rate, the FAC Factor, the Non-FAC Purchased Power Adjustment Factor and the Environmental Surcharge Factor (each calculated on a per MWh basis). Alcan acknowledges that neither Kenergy nor Big Rivers will have any obligation to market or resell Energy pursuant to this Section 10.1 (a) until Big Rivers first has sold or elected not to sell all amounts of its own surplus Energy, or (b) if Big Rivers is unable to sell any or all Energy as a result of transmission constraints (whether on or off Big Rivers' transmission system) or other constraints, including constraints imposed by Applicable Law.

10.1.3 For the avoidance of doubt, nothing in this Section 10.1 shall relieve Alcan of its obligation for the Base Energy Charge or the TIER Adjustment Charge or any other portion of the Monthly Charge pursuant to Article 4.

10.1.4 For any applicable Surplus Sale, (i) Alcan shall pay to Kenergy for payment to Big Rivers any excess of Big Rivers' actual income tax liability relating to such Surplus Sale over the estimated income tax liability for such Surplus Sale that was used for purposes of calculating the Net Proceeds on such Surplus Sale, and (ii) Kenergy shall pay to Alcan, upon Kenergy's receipt of such payment from Big Rivers, any excess of Big Rivers' estimated income tax liability for such Surplus Sale that was used for purposes of calculating the Net Proceeds on such Surplus Sale over the actual income tax liability of Big Rivers relating to such Surplus Sale.

10.2 Undeliverable Energy Sales.

10.2.1 Alcan shall notify Kenergy and Big Rivers of the occurrence of (i) any event which results in damage to or destruction of plant or equipment that renders all or a portion of the Sebree Smelter unfit for normal use and limits Alcan's ability to engage in aluminum reduction operations thereat; (ii) Alcan's demand is initially reduced by at least 50 MW per Hour or more as a result thereof; (iii) such limitation is expected to continue for a period of 48 consecutive hours or longer; and (iv) the proximate cause of such casualty is not an intentional misconduct or willful misconduct of Alcan or any of its Affiliates. If and to the extent directed by Alcan, Kenergy immediately will request Big Rivers to use reasonable commercial efforts to sell an amount of Energy up to the corresponding reduction in Alcan's demand as a result of such event during the continuance of such limitation, subject to the same terms, conditions and limitations as set forth for Surplus Sales in Section 10.1. The sales of Energy described in this

Section 10.2 shall be referred to as “Undeliverable Energy Sales.” Alcan may provide such notice orally if followed promptly by written notice.

(a) For a period of up to six months from the date of the occurrence of such event, all of the Net Proceeds of any such sales (less the administrative fee pursuant to Section 4.13.1) shall be credited against the Monthly Charge or, if in excess of the Monthly Charge otherwise applicable, such excess shall be paid to Alcan. Upon Alcan providing a certificate representing that the event can not be remedied with reasonable diligence within six months, Alcan’s rights under this Section 10.2 shall be extended for an additional period up to three months.

(b) Upon expiration of the period of Alcan’s rights under this Section 10.2, neither Kenergy nor Big Rivers shall have any obligations to sell or cause to be sold Energy to a Third Party which otherwise would be available for purchase by Alcan hereunder except as otherwise expressly required pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, or Section 10.3 as Potline Reduction Sales. Undeliverable Energy Sales may not be greater than Base Demand per Hour.

(c) If the circumstances described in clauses (i), (ii), and (iv) of this Section 10.2.1 do not continue for a period of 48 consecutive hours or longer, such sales of Energy will be treated as Surplus Sales under Section 10.1 unless Section 10.3 applies.

10.2.2 ALCAN HEREBY WAIVES ANY AND ALL FUTURE CLAIMS OR OTHER RIGHTS FOR DAMAGES FROM KENERGY OR BIG RIVERS IN CONNECTION WITH ANY EVENT GIVING RISE TO OR RELATING TO AN EVENT RESULTING IN ALCAN NOT BEING ABLE TO ACCEPT ENERGY AS CONTEMPLATED BY SECTION 10.2.1, PROVIDED THAT THIS WAIVER SHALL NOT APPLY TO CLAIMS FOR DAMAGES OR OTHER REMEDIES BROUGHT BY THIRD PARTIES WHICH ARE NOT AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES OF ALCAN. THIS WAIVER SHALL ALSO NOT APPLY TO CLAIMS FOR DAMAGES OR OTHER REMEDIES FROM KENERGY OR BIG RIVERS BROUGHT BY ALCAN OR ITS SUBROGEE IN CONNECTION WITH A CIRCUMSTANCE WHERE (I) ALCAN IS UNABLE TO ACCEPT ENERGY AS CONTEMPLATED IN SECTION 10.2.1, (II) BIG RIVERS IS UNABLE TO DELIVER ENERGY TO THE SMELTERS, AND (III) BIG RIVERS IS UNABLE TO MAKE UNDELIVERABLE ENERGY SALES FROM ITS OWN GENERATING FACILITIES PURSUANT TO SECTION 10.2.1 ALL AS A RESULT OF INTENTIONAL MISCONDUCT OR WILLFUL MISCONDUCT OF BIG RIVERS.

10.2.3 For any applicable Undeliverable Energy Sale, (i) Alcan shall pay to Kenergy for payment to Big Rivers any excess of Big Rivers’ actual income tax liability relating to such Undeliverable Energy Sale over the estimated income tax liability for such Undeliverable Energy Sale that was used for purposes of calculating the Net Proceeds on such Undeliverable Energy Sale, and (ii) Kenergy shall pay to Alcan, upon Kenergy’s receipt of such payment from Big Rivers, any excess of Big Rivers’ estimated income tax liability for such Undeliverable Energy Sale that was used for purposes of calculating the Net Proceeds on such Undeliverable Energy Sale over the actual income tax liability of Big Rivers relating to such Undeliverable Energy Sale.

10.3 Potline Reduction Sales.

10.3.1 Alcan may request Kenergy cause Big Rivers to sell 115 MW (plus or minus 10 MW) per Hour to Third Parties (such sales of Energy are referred to as “Potline Reduction Sales”), such amount subject to Section 10.3.2 below, on either a Firm basis or a System Firm basis by delivering not less than 30 days’ prior notice to Kenergy and Big Rivers (which notice Kenergy and Big Rivers shall keep confidential) if (i) Alcan has ceased or will cease all aluminum smelting operations on one and only one of its potlines at the Sebree Smelter (a “Potline Reduction”); (ii) Alcan is reasonably likely to be able to continue aluminum smelting operations with respect to all of its other potlines at the Sebree Smelter as a result of the cessation of aluminum smelting operations on the potline referred to in clause (i); (iii) Alcan in good faith reasonably estimates the duration of such cessation will equal or exceed 12 months; and (iv) no Potline Reduction Sales have been made for a period of twelve consecutive months prior to the date of such notice. Such notice also shall state the requested duration of the sales of Energy and must be accompanied by a certificate of an officer of Alcan Parent certifying as to the matters set forth in clauses (i), (ii), (iii), and (iv) above.

10.3.2 Alcan, Kenergy and Big Rivers shall reasonably cooperate on a schedule for the graduated reduction and, in the case of a potline restoration, the graduated increase in Alcan’s demand in such amounts and over a period of time as is mutually satisfactory.

10.3.3 Alcan may not withdraw its request for Potline Reduction Sales to the extent that Big Rivers has a legally binding agreement with a Third Party for Potline Reduction Sales (a “Potline Reduction Sales Agreement”), provided that Alcan may at any time terminate the Potline Reduction and assume responsibility for acquiring Market Energy required during the remainder of the Potline Reduction Sales Agreement.

10.3.4 Alcan acknowledges that neither Kenergy nor Big Rivers will have any obligation to market or resell Energy pursuant to this Section 10.3 (i) until Big Rivers first has sold or elected not to sell all amounts of its own surplus Energy available for sale or (ii) to the extent Big Rivers is unable to make Potline Reduction Sales as a result of transmission constraints (whether on or off Big Rivers’ transmission system) or other constraints, including constraints imposed by Applicable Law.

10.3.5 Kenergy and Big Rivers shall consult with Alcan and agree on the Potline Reduction Sales that will be made on a Firm basis or a System Firm basis and the terms of same. To the extent Alcan requests the Potline Reduction Sales be made on a Firm basis, Alcan agrees that if during the term of such sale or sales Big Rivers is required to purchase replacement Energy or otherwise make payments to meet such Potline Reduction Sales on a Firm basis, Alcan will reimburse Kenergy for the benefit of Big Rivers the full cost of such actions and indemnify Kenergy and Big Rivers for any costs, obligations or liabilities incurred by either of them, including liabilities to Third Parties.

10.3.6 All of the Net Proceeds of any Potline Reduction Sales (less the administrative fee pursuant to Section 4.13.1) shall be credited against the Monthly Charge from the effective date of the notice pursuant to Section 10.3.1 until the Cut-Off Date or, if such amount is in excess of the Monthly Charge otherwise applicable, such excess shall be paid to

Alcan. The “Cut-Off Date” shall mean the earliest to occur of (a) the first day of the 49th Billing Month after the effective date of the notice given under Section 10.3.1, (b) a date specified in a written notice, if any, by Alcan to Kenergy and Big Rivers, and (c) the earlier of the date (i) one year after the date Alcan commences smelting operations with respect to one or more pots on the suspended potline or (ii) all Potline Reduction Sales Agreements have been terminated or expired after Alcan commences smelting operations with respect to one or more pots on the suspended potline. Sales of Energy after the Cut-Off Date shall be Surplus Sales pursuant to Section 10.1 and not Potline Reduction Sales pursuant to this Section 10.3. Alcan agrees that it shall not be permitted to extend the term of Potline Reduction Sales beyond forty-eight months, provided that nothing in this Section 10.3.6 shall preclude Alcan from providing a new notice under Section 10.3.1 after aluminum smelting operations at the suspended potline have been restored.

10.3.7 For any Potline Reduction Sale, (i) Alcan shall pay to Kenergy for payment to Big Rivers any excess of Big Rivers’ actual income tax liability relating to such Potline Reduction Sale over the estimated income tax liability for such Potline Reduction Sale that was used for purposes of calculating the Net Proceeds on such Potline Reduction Sale, and (ii) Kenergy shall pay to Alcan, upon Kenergy’s receipt of such payment from Big Rivers, any excess of Big Rivers’ estimated income tax liability for such Potline Reduction Sale that was used for purposes of calculating the Net Proceeds on such Potline Reduction Sale over the actual income tax liability of Big Rivers relating to such Potline Reduction Sale.

10.3.8 For the avoidance of doubt, (i) Potline Reduction Sales shall not include Surplus Sales, Economic Sales or Undeliverable Energy Sales; (ii) nothing in this Section 10.3 shall be construed to relieve Alcan of its obligation with respect to the Base Energy Charge, the TIER Adjustment or other components of the Monthly Charge payable pursuant to Article 4; and (iii) nothing in this Agreement precludes Undeliverable Energy Sales under Section 10.2 from becoming Potline Reduction Sales if all conditions of this Section 10.3 are met.

10.4 Resale. Alcan may not resell or cause to be resold any Electric Services purchased from Kenergy under this Agreement, except as expressly permitted in this Agreement or with the prior written consent of Kenergy and Big Rivers, which may be withheld by either of them in their sole discretion. Alcan shall consume all Energy purchased under this Agreement in connection with the operation of its Sebree Smelter except as expressly permitted pursuant to this Agreement.

10.5 Refund of Income Tax Estimated for Net Proceeds. Kenergy shall return to Alcan any income taxes deducted in calculating the Net Proceeds of a sale of Energy by Big Rivers which Big Rivers ultimately determines are not required to be paid due to the application of a net operating loss carry-forward of Big Rivers that existed on the Effective Date and that otherwise would have expired unused.

ARTICLE 11

UNCONTROLLABLE FORCES

11.1 Occurrence of an Uncontrollable Force. No Party will be considered to be in breach or default in the performance of any of its obligations under this Agreement if the failure of performance is due to an Uncontrollable Force, except as otherwise provided in this Article 11. If either Party is unable, in whole or in part, by reason of Uncontrollable Force to carry out its obligations, then the obligations of the Parties, to the extent that they are affected by such Uncontrollable Force, will be suspended during the continuance of any inability so caused, but for no longer period. A Party will not be relieved of liability for failing to perform if such failure is due to causes arising out of its own negligence or willful acts or omissions.

11.2 Mitigation. A Party rendered unable to fulfill any obligation by reason of an Uncontrollable Force shall exercise due diligence to remove or remedy such inability as promptly as reasonably possible. Nothing contained herein may be construed to require a Party to prevent or to settle a labor dispute against its will.

11.3 Notice of Uncontrollable Force. A Party shall notify the other Party at the earliest practicable time following (i) the occurrence of any Uncontrollable Force which renders such Party incapable of performing hereunder or (ii) the time at which such Party has reason to expect that such an Uncontrollable Force is imminent. Kenergy also shall notify Alcan if it receives notice from Big Rivers that Big Rivers anticipates that it will be unable to perform its obligations to Kenergy under any contract or agreement that affects Kenergy's performance under this Agreement due to an Uncontrollable Force and Alcan is not an additional addressee of such notice.

11.4 Payment Obligations. Notwithstanding anything in this Agreement to the contrary, the occurrence of an Uncontrollable Force shall not relieve Alcan of its payment obligations under Article 4, including its payment obligations with respect to the Base Energy Charge. ALCAN ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF SECTION 10.1 (SURPLUS SALES), SECTION 10.2 (UNDELIVERABLE ENERGY SALES) AND SECTION 10.3 (POTLINE REDUCTION SALES) SHALL CONSTITUTE ALCAN'S SOLE AND EXCLUSIVE REMEDIES IN THE EVENT THAT ALCAN IS UNABLE TO RECEIVE ENERGY INCLUDING IF THAT INABILITY IS CAUSED BY AN UNCONTROLLABLE FORCE.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of Kenergy. Kenergy hereby represents and warrants to Alcan as follows:

12.1.1 Kenergy is an electric cooperative corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligation hereunder, and to carry on its business as such business is now being conducted and as is contemplated hereunder to be conducted during the Term hereof.

12.1.2 The execution, delivery and performance of this Agreement by Kenergy have been duly and effectively authorized by all requisite corporate action.

12.2 Representations and Warranties of Alcan. Alcan hereby represents and warrants to Kenergy as follows:

12.2.1 Alcan is a corporation duly organized and validly existing and in good standing under the laws of the State of Texas, is authorized to do business in the Commonwealth of Kentucky, and has the power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to carry on its business as it is now being conducted and as it is contemplated hereunder to be conducted during the Term hereof.

12.2.2 The execution, delivery and performance of this Agreement by Alcan have been duly and effectively authorized by all requisite corporate action.

ARTICLE 13

ADDITIONAL AGREEMENTS

13.1 Regulatory Proceedings.

13.1.1 Proceedings That Affect Rates.

(a) The Parties acknowledge and agree that

(i) Big Rivers shall have the right to seek KPSC approval for changes to the Non-Smelter Member Rates from time to time, but Big Rivers shall not seek an increase in its base rates to take effect before January 1, 2010, excluding any roll-in to Big Rivers' base rates of costs that would otherwise be recovered by the Environmental Surcharge or the FAC; and

(ii) Big Rivers will not seek to implement a wholesale rate reduction other than the Rebate to its Members under the procedures available in KRS 278.455 without the consent of Alcan;

provided that this commitment by Big Rivers will have no effect on the availability to Kenergy of the procedures in KRS 278.455 to flow-through any wholesale rate decrease to the Non-Smelter Ratepayers.

(b) Alcan shall have the right to intervene and participate in any proceeding that may affect rates at the KPSC or FERC or before any other Governmental Authority. Neither Kenergy nor Alcan will support or seek, directly or indirectly, from any Governmental Authority, including the KPSC, any challenge to or change in the rate formula set forth in this Agreement or other terms and conditions set forth herein, including the relationship of the Large Industrial Rate to amounts payable by Alcan pursuant hereto, except that any Party may initiate or intervene in a proceeding to (i) clarify, interpret or enforce this Agreement, or (ii) challenge the applicable rate for Transmission Services should those services be unbundled for purposes of calculating the Large Industrial Rate. For the avoidance of doubt, Alcan's

intervention and participation in a regulatory proceeding involving cost of service issues relating to the rates of the Non-Smelter Ratepayers shall not be considered a challenge to the rate formula.

(c) If *Commonwealth of Kentucky ex rel. Gregory D. Stumbo, Attorney General v. Public Service Comm'n and Union Light, Heat and Power Co.*, Franklin Circuit Court, C.A. No. 06-CI-269, or any Applicable Law relating thereto restricts the amounts recovered under the FAC, Appendix A, or the Environmental Surcharge Rider, then Kenergy, Alcan, Big Rivers and, if the Century Retail Agreement is then in effect, Century, shall negotiate in good faith to amend this Agreement (and other agreements entered into in connection herewith) to restore the relative rights and economic benefits thereunder. If such parties are unable to reach an agreement on such amendments, then this Section 13.1.1 shall not restrict Big Rivers from seeking KPSC approval for an increase to its base rates or an amendment to the FAC, Appendix A, or the Environmental Surcharge Rider.

13.1.2 Kenergy Retail Fee. Kenergy or Alcan may seek approval of any changes to the Retail Fee not earlier than ten years after the Effective Date of this Agreement.

13.1.3 KPSC Jurisdiction. Nothing in this Agreement shall limit or expand the jurisdiction of the KPSC over Kenergy, Big Rivers or the rates, terms and conditions of Electric Service to Alcan.

13.1.4 Notice of Material Filings. Kenergy shall provide or cause to be provided to Alcan a copy of any filing with the KPSC or FERC that seeks a change in Big Rivers' tariff, or relief authorized by KRS 278.020, KRS 278.030, KRS 278.212, KRS 278.218, KRS 278.300, KRS 278.183 or 807 KAR 5:056.

13.2 Audit Rights. Kenergy will permit Alcan to audit, upon reasonable notice, at its own expense, at a mutually agreeable time, all information in the possession of Kenergy relating to its service to Alcan under this Agreement, including scheduled usage, meter records and billing records. Kenergy shall retain all documentation applicable to service to Alcan under this Agreement for a period of three years beyond the date of the service. Nothing in this Section 13.2 shall obligate Kenergy to disclose attorney-client privileged information.

13.3 Alcan Credit Support. Alcan shall (i) if the rating of the unenhanced, unsecured debt obligations of Alcan Parent with Standard & Poor's is not "A+" or higher (and in addition, if Alcan Parent has such a rating from Moody's, that rating with Moody's is not "A1" or higher), provide and maintain credit support in the form of a letter of credit from a bank rated "A+" or higher, or other credit support acceptable to Big Rivers and Kenergy, in an amount equal to the amounts estimated by Big Rivers to be due to Big Rivers and Kenergy with respect to Alcan's obligations under this Agreement for a period of two months and any amount which Big Rivers estimates reasonably could be due with respect to taxes relating to any sale of Energy pursuant to Section 4.13.3 as Economic Sales, Section 10.1 as Surplus Sales, Section 10.2 as Undeliverable Energy Sales or Section 10.3 as Potline Reduction Sales ("Potential Tax Liability"); and (ii) cause Alcan Parent to guarantee to Big Rivers and Kenergy the payment and performance of all obligations of Alcan under this Agreement, including Potential Tax Liability, and the other documents entered into by Alcan and its affiliates in connection with the New Transaction

pursuant to a Guarantee Agreement executed by Alcan Parent in favor of Big Rivers and Kenergy which shall be satisfactory in form and substance to Big Rivers and Kenergy (the “Alcan Guarantee”). At the request of Big Rivers or Kenergy, Alcan will maintain the Alcan Guarantee until closure of all applicable tax years of Big Rivers. At the request of Alcan, Kenergy shall request that Big Rivers provide Alcan with information as to the amount and calculation of the estimated Potential Tax Liability and documentation in support thereof.

13.4 Patronage Capital.

13.4.1 Kenergy is a non-profit Kentucky corporation that, during any calendar year, may realize revenues from its own operations in excess of related expenses (“margins”). For financial accounting purposes, such margins have been and shall continue to be recorded as patronage capital held for the benefit of Kenergy’s customers. Such patronage capital shall be recorded by Kenergy for the benefit of Alcan as earned during the term of this Agreement.

13.4.2 Kenergy will not permit any amendments or modifications of its Bylaws that would adversely affect the rights of Alcan to distributions of patronage capital or payments on account of property rights of the Members distributed by Big Rivers to Kenergy.

13.4.3 Kenergy agrees that Alcan will share on a nondiscriminatory basis in the allocations of patronage capital and payments on account of property rights of Members distributed by Big Rivers to Kenergy and that such allocations shall be promptly distributed to Alcan.

13.4.4 The expiration or earlier termination of this Agreement shall not modify or revoke the then existing entitlement of Alcan to allocations or distributions of patronage capital or the entitlement of Alcan to payments on account of property rights as set forth in this Section 13.4 when such property rights are determined.

13.4.5 Kenergy and Alcan agree that the provisions of this Section 13.4 are not the exclusive provisions for determining Alcan’s entitlement to distributions by Kenergy of patronage capital or payments on account of property rights.

13.5 Post-Termination Obligation. Subject to Section 13.7, upon termination of this Agreement, neither Kenergy nor Big Rivers will have any contractual obligation under this Agreement to supply any capacity, Energy or other related services to Alcan.

13.6 Negotiation of Replacement Agreement. If this Agreement has not been terminated earlier, Kenergy shall negotiate in good faith with Alcan and Big Rivers, no later than January 1, 2023, concerning rates and terms and conditions for new power supply arrangements following the expiration of this Agreement on December 31, 2023.

13.7 Entitlement to Large Industrial Rate. If this Agreement terminates pursuant to a closure of the Sebree Smelter as set forth in Section 7.3.1 and Alcan continues non-smelting operations, Alcan will be entitled to be served by Kenergy under the Large Industrial Rate; *provided, however*, the capacity and associated Energy served under the Large Industrial Rate shall not exceed 15 MW.

ARTICLE 14

EVENTS OF DEFAULT; REMEDIES

14.1 Events of Default. Each of the following constitutes an “Event of Default” under this Agreement:

14.1.1 Failure by a Party to make any payment in accordance with this Agreement within three Business Days following the non-performing Party’s receipt of written notice of the non-performing Party’s default in its payment obligation;

14.1.2 Failure of a Party to perform any material duty imposed on it by this Agreement (other than a failure to make a payment when due) within 30 days following the non-performing Party’s receipt of written notice of the non-performing Party’s breach of its duty hereunder;

14.1.3 Any attempt by a Party to transfer an interest in this Agreement other than as permitted pursuant to Article 16;

14.1.4 The occurrence and continuance of an “Event of Default” under the Alcan Wholesale Agreement;

14.1.5 Any filing of a petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws by a Party and such petition has not been withdrawn or dismissed within 60 days after filing;

14.1.6 Assignment by a Party for the benefit of its creditors;

14.1.7 Allowance by a Party of the appointment of a receiver or trustee of all or a material part of its property and such receiver or trustee has not been discharged within 60 days after appointment; or

14.1.8 Failure, inability or refusal of Kenergy to cure a breach or default by Kenergy under the Alcan Wholesale Agreement which gives rise to a termination of the Alcan Wholesale Agreement, or any termination by Kenergy of the Alcan Wholesale Agreement in breach or default thereof.

14.2 Remedies, General. Except as otherwise provided in this Agreement, following the occurrence and during the continuance of an Event of Default by either Party, the non-defaulting Party may, in its sole discretion, elect to terminate this Agreement upon written notice to the other Party, or to seek enforcement of its terms at law or in equity. Unless otherwise provided herein, remedies provided in this Agreement are cumulative, unless specifically designated to be an exclusive remedy and nothing contained in this Agreement may be construed to abridge, limit, or deprive either Party of any means of enforcing any remedy either at law or in equity for the breach or default of any of the provisions herein provided that:

14.2.1 UNDER NO CIRCUMSTANCE WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGER, EMPLOYEES OR AGENTS BE LIABLE HEREUNDER TO THE OTHER PARTY, ITS AFFILIATES, DIRECTORS, OFFICERS, MEMBERS, MANAGERS EMPLOYEES OR AGENTS WHETHER IN TORT, CONTRACT OR OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. EACH PARTY'S LIABILITY HEREUNDER WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES. THE EXCLUSION OF ALL OTHER DAMAGES SPECIFIED IN THIS SECTION IS WITHOUT REGARD TO THE CAUSE OR CAUSES RELATING THERETO. THIS PROVISION WILL SURVIVE TERMINATION OF THIS AGREEMENT.

14.2.2 Neither Party may terminate this Agreement as a result of an "Event of Default" under the Alcan Wholesale Agreement if the actions or omissions of Kenergy caused such "Event of Default"; *provided*, that either Party may terminate this Agreement if the Alcan Wholesale Agreement is terminated for any reason.

14.2.3 Unless otherwise provided herein, if a Party is in breach of its obligations under this Agreement but such breach does not constitute, or would not with the passage of time or the giving of notice constitute, an Event of Default and this Agreement does not provide any other remedy therefor, if such breach has not been cured by the breaching Party within 60 days after receiving written notice from the non-breaching Party setting forth, in reasonable detail, the nature of such breach, the non-breaching Party may bring a claim for money damages with respect to such breach and exercise its rights under Section 15.2, but will not be entitled to terminate, or seek to terminate, this Agreement, or suspend performance of its obligations and duties hereunder as a result of such breach.

ARTICLE 15

DISPUTE RESOLUTION

15.1 Resolution Meetings. If a dispute arises between the Parties concerning the terms or conditions of this Agreement, the duties or obligations of the Parties under this Agreement, or the implementation, interpretation or breach of this Agreement, either Party may request in writing a meeting among an authorized representative of each of the Parties and Big Rivers to discuss and attempt to reach a resolution of the dispute. Such meeting will take place within ten days or such shorter or longer time as agreed upon by the Parties of the request. Nothing in this Section 15.1 shall toll or extend the cure period with respect to the failure by a Party to perform its obligations under this Agreement.

15.2 Right to Pursue Rights and Remedies. Absent resolution of a dispute pursuant to Section 15.1, the Parties may pursue at any Governmental Authority all rights and remedies that they may have at law, in equity or pursuant to this Agreement subject to the limitations set forth in this Agreement. Notwithstanding the provisions of this Article 15, each Party may at all times seek injunctive relief, where its delay in doing so could result in irreparable injury.

ARTICLE 16

GENERAL PROVISIONS/SUCCESSORS AND ASSIGNS

16.1 Binding Nature. This Agreement will inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns. No interest in this Agreement may be transferred or assigned by either Party, in whole or in part, by instrument or operation of law, without the prior written consent of the other Party, except as provided in Section 16.4, and except that, subject to satisfaction of the conditions of Section 16.2, assignment may be made by either Party to such Person as acquires all or substantially all the assets of the assigning Party or which merges with or acquires all or substantially all of the equity of such Party. When consent is required, consent may not be unreasonably withheld, conditioned or delayed.

16.2 Limitation on Assignment. In no event may either Party assign this Agreement (including as part of a sale of all or substantially all the assets of the assigning Party or a merger with or purchase of substantially all the equity interests of such Party) (i) to any Person that does not have adequate financial capacity as demonstrated to the reasonable satisfaction of the non-assigning Party or that would otherwise be unable to perform the obligations of the assigning Party pursuant to this Agreement or (ii) on any terms at variance from those set forth in this Agreement except as agreed to in writing by the Parties.

16.3 Duties. No permitted assignment or transfer will change the duties of the Parties, or impair the performance under this Agreement except to the extent set forth in such permitted assignment and approved in writing by the Parties. No Party is released from its obligations under this Agreement pursuant to any assignment, unless such release is granted in writing.

16.4 Financing Lien. Either Party may, without the approval of the other Party, assign this Agreement as collateral security or grant one or more mortgages (including one or more deeds of trust or indentures) on or security interests in its interest under this Agreement in connection with the general financing of its assets or operations.

16.5 Big Rivers Restructuring.

16.5.1 In connection with a Restructuring, Kenergy, Alcan, Century and Big Rivers shall determine a good faith estimate of the cumulative increase or decrease in the TIER Adjustment that such Restructuring would cause in each Fiscal Year over the 24-Billing Month period following the date of the effectiveness of Restructuring (the "Restructuring Amount"). Any change in the Large Industrial Rate approved at the time of or in connection with the Restructuring shall not be considered as an effect of the Restructuring. Except for the restrictions set forth in Section 13.1, nothing in this Agreement, including this Section 16.5, shall limit the ability of Big Rivers to seek a change in or modification of the Large Industrial Rate in connection with the occurrence of a Restructuring.

16.5.2 The Monthly Charge in each month of the 48-month period following the effectiveness of the Restructuring shall be increased or decreased, as applicable, by an amount equal to 1/48th of the product of the Restructuring Amount and the Applicable Percentage;

provided, that the application of this Section 16.5 shall not result in Alcan paying less than the sum of the Large Industrial Rate, the FAC Factor, the Non-FAC Purchased Power Adjustment Factor, and the Environmental Surcharge Factor, all on a per MWh basis, for a customer with a 98% load factor with respect to Base Monthly Energy in any Fiscal Year. Sample calculations for determining a Restructuring Amount are set forth in Exhibit A.

16.5.3 This Section 16.5 shall not be applicable to any Restructuring undertaken in response to the loss of revenue caused by the termination of the Century Retail Agreement.

16.5.4 If Alcan, Century, Kenergy and Big Rivers are not able to determine a mutually agreeable estimate of the Restructuring Amount, then Kenergy, Alcan, Century or Big Rivers may petition to the KPSC to determine the Restructuring Amount.

ARTICLE 17

MISCELLANEOUS

17.1 Governing Law. This Agreement shall be interpreted, governed by and construed under the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules.

17.2 Jurisdiction. The Parties hereby agree that the courts of the Commonwealth of Kentucky will have exclusive jurisdiction over each and every judicial action brought under or in relationship to this Agreement; *provided* that the subject matter of such dispute is not a matter reserved by law to the KPSC, or to the U.S. federal judicial system (in which event exclusive jurisdiction and venue will lie with the U.S. District Court for the Western District of Kentucky), and the Parties hereby agree to submit to the jurisdiction of Kentucky courts for such purpose. Venue in state court actions will be in the Henderson Circuit Court as the court in which venue will lie for the resolution of any disputes under this Agreement. Nothing in this paragraph prohibits a Party from referring to FERC any matter properly within FERC's jurisdiction.

17.3 Waiver. The waiver by either Party of any breach of any term, covenant or condition contained herein will not be deemed a waiver of any other term, covenant or condition, nor will it be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein.

17.4 Amendments.

17.4.1 This Agreement may be amended, revised or modified by, and only by, a written instrument duly executed by both Parties.

17.4.2 The Parties acknowledge and agree that nothing in this Agreement shall limit the right of Big Rivers to file changes to the OATT, or limit the right of any Party to challenge any aspect of the OATT, including the applicable loss factor, the transmission service rates or any other transmission or ancillary service issue presented to FERC.

17.5 Good Faith Efforts. The Parties agree that each will in good faith take all reasonable actions within their reasonable control as are necessary to permit the other Party to fulfill its obligations under this Agreement; *provided* that no Party will be obligated to expend

money or incur material economic loss in order to facilitate performance by the other Party. Where the consent, agreement, or approval of either Party must be obtained hereunder, such consent, agreement or approval may not be unreasonably withheld, conditioned, or delayed unless otherwise provided herein. Where either Party is required or permitted to act or fail to act based upon its opinion or judgment, such opinion or judgment may not be unreasonably exercised. Where notice to the other Party is required to be given herein, and no notice period is specified, reasonable notice shall be given.

17.6 Notices. A notice, consent, approval or other communication under this Agreement must be in writing, addressed to the Person to whom it is to be delivered at such Person's address shown below and (a) personally delivered (including delivery by a nationally recognized overnight courier service), or (b) transmitted by facsimile, with a duplicate notice sent by a nationally recognized overnight courier service, *provided however*, that (i) a notice given pursuant to Schedule 2.3.2(a) or Section 10.2 may be given by telephone to be followed as soon as reasonably practicable by written notice as described herein and (ii) a notice of Uncontrollable Force shall be given by whatever means is available followed by notice in writing as described herein as soon as reasonably practicable. A notice given to a Person in accordance with this Section 17.6 will be deemed to have been delivered (a) if personally delivered to a Person's address, on the day of delivery if such day is a Business Day, or otherwise on the next Business Day, or (b) if transmitted by facsimile to a Person's facsimile number and a correct and complete transmission report is received, or receipt is confirmed by telephone, on the day of transmission if a Business Day, otherwise on the next Business Day; *provided, however*, that such facsimile transmission will be followed on the same day with the sending to such Person of a duplicate notice by a nationally recognized overnight courier to that Person's address. For the purpose of this Section 17.6, the address of a Party is the address set out below or such other address which that Party may from time to time deliver by notice to the other Party, in accordance with this Section 17.6, with copies of all such notices to Big Rivers to the address set forth below, in the same manner as notice is otherwise given hereunder:

If to Kenergy: Kenergy Corp.
6402 Old Corydon Road
Henderson, Kentucky 42420
Facsimile: (270) 826-3999
Attn: President and CEO

With a copy to: Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Facsimile: (270) 827-2558
Attn: President and CEO

If to Alcan: Sebree Smelter
Alcan Primary Products Corporation
9404 State Route 2096
Henderson, Kentucky 42452-9735
Facsimile: (270) 521-7341
Attn: Plant Manager

With a copy to: Rio Tinto Alcan
1188 Sherbrooke Street West
Montreal, Quebec H3A 3G2
Canada
Facsimile: (514) 848-1439
Attn: Director Energy

If to Big Rivers: Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Facsimile: (270) 827-2558
Attn: President and CEO

For notices pursuant to Section 14.1:

If to Kenergy: Kenergy Corp.
6402 Old Corydon Road
Henderson, Kentucky 42420
Facsimile: (270) 826-3999
Attn: President and CEO

With a copy to: Big Rivers Electric Corporation
201 Third Street
Henderson, Kentucky 42420
Facsimile: (270) 827-2558
Attn: President and CEO

If to Alcan: Sebree Smelter
Alcan Primary Products Corporation
9404 State Route 2096
Henderson, Kentucky 42452-9735
Facsimile: (270) 521-7341
Attn: Plant Manager

17.7 Severability. If any clause, sentence, paragraph or part of this Agreement should for any reason be finally adjudged by any court of competent jurisdiction to be unenforceable or invalid, such judgment will not affect, impair or invalidate the remainder of this Agreement but will be confined in its operation to the clause, sentence, paragraph or any part thereof directly involved in the controversy in which the judgment is rendered, unless the loss or failure of such clause, sentence, paragraph or part of this Agreement materially adversely affects the benefit of the bargain to be received by either or both of the Parties, in which event the Parties shall promptly meet and use their good faith best efforts to renegotiate this Agreement in such a fashion as will restore the relative rights and benefits of both Parties or, absent such renegotiation, the Party that was so materially adversely affected will be entitled, in its discretion, to terminate this Agreement.

17.8 Survival. Each provision of this Agreement providing for payment for Electric Services and any other amounts due hereunder, distribution of patronage capital, assignment of the right to collect and enforce collection of amounts due, or related to remedies for default, damage claims, indemnification or payment of other liabilities will survive termination of this Agreement to the full extent necessary for their enforcement and the protection of the Party in whose favor they run.

17.9 Merger. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the matters addressed herein and supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter of this Agreement except as otherwise expressly provided in Section 6.1 and Section 7.2.6 hereof.

17.10 Further Assurances. The Parties shall execute such additional documents including a consent to assignment, legal opinions, estoppel letters or similar documents, and shall cause such additional actions to be taken as may be required or, in the judgment of any Party, be necessary or desirable, to effect or evidence the provisions of this Agreement and the transactions contemplated hereby.

17.11 Counterparts. This Agreement may be executed in any number of counterparts, which together will constitute but one and the same instrument and each counterpart will have the same force and effect as if they were one original.

17.12 Third-Party Beneficiaries. Nothing in this Agreement may be construed to create any duty to, or standard or care with reference to, or any liability to, or any benefit for, any Person not a Party to this Agreement other than Big Rivers.

17.13 Headings. The headings contained in this Agreement are solely for convenience and do not constitute a part of the agreement between the Parties, nor should such headings be used to aid in any manner in the construction of this Agreement.

17.14 No Agency. This Agreement is not intended, and may not be construed to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party will have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or to be an agent or representative of, or otherwise bind, the other Party.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

KENERGY CORP.

By: Sanford Novick
Name: Sanford Novick
Title: President and CEO

ALCAN PRIMARY PRODUCTS
CORPORATION

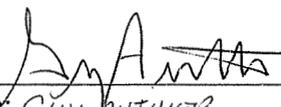
By: _____
Name:
Title:

IN WITNESS WHEREOF, this Agreement is hereby executed as of the day and year first above written.

KENERGY CORP.

By: _____
Name:
Title:

ALCAN PRIMARY PRODUCTS
CORPORATION

By:  _____
Name: GUY AUTHIER
Title: VICE PRESIDENT, PRIMARY METAL-QUEBEC

APPENDIX A
Non-FAC Purchased Power Adjustment Factor

- A. Base Monthly Energy Sales to the smelters are subject to a Non-FAC Purchased Power Adjustment (PPA) to recover purchased power costs that the smelters have agreed to pay and are not otherwise included in Big Rivers' Fuel Adjustment Clause (FAC).
- B. Definitions

Definitions have the meanings given to them in the Agreement except as provided below:

“Account” is the specified numbered account as set forth in the Uniform System of Accounts – Electric, promulgated under Bulletin 1767B-1 by the Rural Utilities Service, an agency of the U.S. Department of Agriculture.

“SEPA” is the Southeastern Power Administration, an agency of the U.S. Department of Energy, or any successor agency.

“Wholesale Smelter Agreements” are the Alcan Wholesale Agreement and the Century Wholesale Agreement.

- C. Determination of the PPA

- (1) The monthly amount computed for all wholesale sales to which this PPA is applicable shall be increased or decreased at a rate per kWh in accordance with the following formula:

$$PPA = PP(m)/S(m) - PP(b)/S(b)$$

Where PPA is the PPA Factor for the month; PP(m) is the current Purchased Power Cost for the month; S(m) is the current applicable sales; PP(b) is the Purchased Power Cost for the base period; and S(b) is the sales in the base period. For the initial base period, PP(b)/S(b) (the “Purchased Power Base”) is \$0.00175.

- (2) Purchased Power Costs (PP) shall be the sum of:
 - (a) The total cost of power purchased (including purchases from SEPA) that is expensed by Big Rivers to Account 555 (excluding those costs that are recovered through Big Rivers' FAC and excluding costs expensed to Account Nos. 555.150, 555.151, and 555.152 regarding Big Rivers' cost share of HMP&L's Station Two) including transmission and related costs that are expensed to Account 565;
 - (b) The total amount of any adjustments to Purchased Power Costs attributable to prior months, whether positive or negative; and
 - (c) The total cost of amounts credited by Big Rivers to Kenergy with respect to voluntary curtailments under Section 4.13.2 of either Smelter Wholesale Agreement to allow Big Rivers to avoid market priced purchases of power.

Less:

- (d) The total cost of power purchased directly associated with sales (including related system energy losses) by Big Rivers either to non-Member purchasers of power or to Kenergy under either Wholesale Smelter Agreement for resale to either Smelter as energy products other than Base Monthly Energy, assuming SEPA power followed by the lowest cost power, whether generated or purchased, shall be allocated to Applicable Sales.
- (3) Applicable Sales (S) shall be all kilowatt-hours sold at wholesale by Big Rivers (a) to its Members under all electric rate schedules, including the Large Industrial Rate, for resale to Kentucky ratepayers (other than the Smelters), and (b) to Kenergy as Base Monthly Energy as defined in each of the Wholesale Smelter Agreements.
- (4) The current month (m) shall be the second month preceding the month in which the PPA Factor is billed.

SCHEDULE 2.3.2(a)

INTERRUPTIBLE ENERGY

(a) Interruptible Energy. Kenergy may purchase from Big Rivers on a System Firm basis up to 10 MW per Hour of Interruptible Energy for resale to Alcan, subject to availability, the scheduling requirements and Big Rivers' right to interrupt the sale and delivery of such Energy, all as set forth in this Section (a).

(i) Confirmation. Not less than seven days prior to the beginning of each fiscal quarter of the Service Period (or the Effective Date with respect to the initial fiscal quarter of the Service Period), Big Rivers shall provide to Kenergy and Alcan a confirmation setting forth the price or prices and other terms and conditions ("Interruptible Energy Terms") under which Interruptible Energy may be available during each Hour of the subject fiscal quarter. If Big Rivers fails to provide a timely confirmation with respect to any fiscal quarter, the Interruptible Energy Terms for the prior fiscal quarter shall remain in effect. Big Rivers and Kenergy shall obtain Alcan's consent to each confirmation as a condition to Big Rivers' obligation to make Interruptible Energy available to Kenergy for scheduling during each fiscal quarter.

(ii) Scheduling of Interruptible Energy. The provision of Interruptible Energy shall be subject to the following requirements:

(A) At the request of Alcan, Kenergy shall submit to Big Rivers, no later than 3:00 PM on the second Business Day prior to the day of the scheduled delivery (or such shorter period agreed to by Big Rivers), a schedule for up to 10 MW of Interruptible Energy, in integral multiples of one MW per Hour, for the times and durations specified in the schedule.

(B) Big Rivers shall be under no obligation to accept the schedule submitted by Kenergy or to deliver the Interruptible Energy so scheduled, but shall, upon receipt of such schedule, notify Kenergy and Alcan by 9:00 AM of the Business Day prior to the day of scheduled delivery of the number of MW, if any, Big Rivers is willing to deliver and the hour and duration when the delivery shall take place (the "Response").

(C) Subject to Big Rivers' rights to interrupt in accordance with Section (a)(iii) below, Big Rivers shall sell and deliver the volume of Interruptible Energy at the time and for the duration specified in the Response (the "Scheduled Interruptible Energy").

(iii) Interruption of Scheduled Interruptible Energy. The sale and delivery of Scheduled Interruptible Energy may be interrupted by Big Rivers at any time (a "Permitted Interruption") upon the following terms and conditions:

(A) Upon a determination by Big Rivers in its sole discretion exercised in good faith that all or any portion of the Scheduled Interruptible Energy will not be available on a System Firm basis, Big Rivers may implement a Permitted Interruption of all or any portion of the Scheduled Interruptible Energy by providing a notice of interruption (“Notice of Interruption”) to Kenergy and Alcan at least 30 minutes in advance of the estimated interruption;

(B) A Notice of Interruption may be made orally but shall be followed by facsimile or other electronic means acceptable to Kenergy and Alcan; and

(C) Upon an after-the-fact determination by Big Rivers in its sole discretion exercised in good faith that all or any portion of the Scheduled Interruptible Energy was not available on a System Firm basis during a prior Hour or Hours, and notwithstanding that no Notice of Interruption had been issued, Big Rivers may implement retroactively a Permitted Interruption of Scheduled Interruptible Energy for such prior Hour or Hours, to the extent that such Scheduled Interruptible Energy was not available on a System Firm basis.

Upon meeting the conditions required for a Permitted Interruption, Big Rivers shall have no obligation to sell and deliver the amount of Scheduled Interruptible Energy designated to be interrupted in the applicable Notice of Interruption. In connection with a Permitted Interruption, Big Rivers may provide, but shall not be required to provide, an opportunity for Kenergy to acquire Firm Energy, in lieu of the Scheduled Interruptible Energy, for resale to Alcan pursuant to the terms and conditions of Section 2.3.2(b). In the case of a Permitted Interruption that is implemented retroactively, the Energy delivered by Big Rivers shall be deemed to have been delivered as Back-Up Energy pursuant and subject to Sections 2.3.3 and 4.4. Big Rivers shall not be limited in the number of times that it may issue a Notice of Interruption or may implement a Permitted Interruption, or of the amount or duration of any Permitted Interruption.

(iv) Allocation of Permitted Interruptions. If Kenergy has arranged for Scheduled Interruptible Energy during any Hour to Kenergy under this Agreement for resale to Alcan and to Kenergy under the Century Wholesale Agreement for resale to Century and Big Rivers determines that it will be unable or was unable during any prior Hour or Hours, to supply the full amount of Scheduled Interruptible Energy to Kenergy for both Alcan and Century, then:

(A) Big Rivers may provide a Notice of Interruption and implement a Permitted Interruption to Kenergy with respect to the Scheduled Interruptible Energy for Alcan or with respect to "Scheduled Interruptible Energy" as defined in the Century Retail Agreement, or any combination thereof; and

(B) Big Rivers may retroactively implement Permitted Interruptions for any Hour to Kenergy for Alcan and Century in equal amounts, taking into consideration any Permitted Interruption to Kenergy that had previously been implemented for the same Hour under part (A) above.

(v) Termination of Interruptions. During any period of Permitted Interruption, Big Rivers may notify Kenergy and Alcan of its willingness to terminate the Permitted Interruption and resume the delivery of Scheduled Interruptible Energy at the Interruptible Energy Terms. Upon notification from Big Rivers terminating the Permitted Interruption, Kenergy shall purchase from Big Rivers and resell and deliver Scheduled Interruptible Energy to Alcan at the beginning of the next Hour that starts at least 10 minutes following such notice.

SCHEDULE 4.11(c)
REFERENCE ANNUAL FUEL COSTS PER MWH

<u>Year</u>	<u>Fuel Cost per MWH Sales*</u>
2008	15.68
2009	16.44
2010	16.74
2011	17.23
2012	17.65
2013	18.25
2014	17.82
2015	18.37
2016	18.38
2017	18.74
2018	18.43
2019	19.18
2020	19.04
2021	19.90
2022	19.23
2023	19.74

* Includes cost of Startups

SCHEDULE 6.2.2
LISTING OF OBLIGATIONS TERMINATED PURSUANT TO THE UNWIND
TRANSACTIONS

RETAIL OBLIGATIONS AND AMENDMENTS

1. Agreement for Electric Service, dated July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
2. Agreement for Electric Service, dated July 15, 1998, between Green River Electric Corporation and Southwire Company
3. Amendment No. 1 to Agreement for Electric Service, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
4. Amendment No. 1 to Agreement for Electric Service, dated as of July 15, 1998, between Green River Electric Corporation and Southwire Company
5. Amendment No. 2 to Agreement for Electric Service, dated as of November 30, 2000, between Kenergy Corp. and Alcan Aluminum Corporation
6. Amendment No. 2 to Agreement for Electric Service, dated as of November 30, 2000, between Kenergy Corp. and Southwire Company

WHOLESALE OBLIGATIONS AND AMENDMENTS

7. Agreement for Electric Service, dated as of July 15, 1998, between Green River Electric Corporation and LG&E Energy Marketing Inc.
8. Agreement for Electric Service, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and LG&E Energy Marketing Inc.
9. Amendment to Wholesale Power Agreements Dated October 12, 1974 and June 11, 1962 Between Big Rivers Electric Corporation and Kenergy Corp., dated as of November 30, 2000, between Big Rivers Electric Corporation and Kenergy Corp.
10. Amendment to Wholesale Power Agreements Dated February 16, 1988 and June 11, 1962 Between Big Rivers Electric Corporation and Kenergy Corp., dated as of November 30, 2000, between Big Rivers Electric Corporation and Kenergy Corp.
11. Agreement of Big Rivers Electric Corporation with Respect to Future Policies and Procedures Regarding Big Rivers' Transmission System (sometimes referred to as the "Wholesale ISO Agreement"), dated as of July 15, 1998, between Big Rivers Electric Corporation, Green River Electric Corporation, Henderson Union Electric Cooperative Corp., Jackson Purchase Electric Cooperative Corporation, and Meade County Rural Electric Cooperative

CERTAIN REORGANIZATION DOCUMENTS

12. Letter Regarding Schedule 5.4(a)(1) Provisions Regarding Restitution Amounts, dated July 2, 1998, from Geo. F. Hobday, Jr. on behalf of Big Rivers, sent to Frank N. King, W. David Denton, David C. Brown, Michael Kurtz, Allison Wade, and Charles Ritz
13. Letter Regarding Restitution Payments, dated July 13, 1998, from Michael Kurtz sent to James M. Miller and Geoff Hobday
14. Letter Regarding Restitution Payments, dated July 14, 1998, from Michael Core, on behalf of Big Rivers, sent to Allan Eyre and John Henderson
15. Letter Regarding Restitution Payments, dated July 15, 1998, from Allan B. Eyre, on behalf of Alcan, and John Henderson, on behalf of NSA and Southwire, sent to Michael Core

SECURITY AND LOCKBOX AGREEMENTS

16. Security and Lockbox Agreement, dated as of July 15, 1998, among PNC Bank, N.A., LG&E Energy Marketing Inc., Kenergy (as successor to Henderson Union), Alcan Corporation (as successor to Alcan Aluminum Corporation) and Alcan Primary Products Corporation (as successor to Alcan Corporation)
17. Security and Lockbox Agreement, dated as of July 15, 1998, by and among LG&E Marketing Inc., Green River Electric Corporation, and Southwire Company

LOAD MANAGEMENT AGREEMENTS

18. Load Management Agreement for Electric Power Supply, dated as of July 15, 1998, among LG&E Energy Marketing Inc., Alcan Corporation (as successor to Alcan Aluminum Corporation) and Alcan Primary Products Corporation (as successor to Alcan Corporation)
19. Load Management Agreement for Electric Power Supply, dated as of July 15, 1998, among LG&E Energy Marketing Inc., Southwire Company, Century Aluminum Company (as successor to Southwire Company), Century Aluminum of Kentucky LLC (as successor to Century Aluminum Company), Hancock Aluminum LLC (as successor to Century Aluminum of Kentucky LLC), and Century Aluminum of Kentucky General Partnership (as successor to Hancock Aluminum LLC and NSA, Ltd.)

ASSURANCES AND GUARANTIES

20. Assurances Agreement, dated July 15, 1998, between LG&E Energy Marketing Inc. and Alcan Aluminum Corporation, with Related Guaranty, dated July 15, 1998, executed by LG&E Energy Corp. in favor of Alcan Aluminum Corporation

21. Assurances Agreement, dated July 15, 1998, between LG&E Energy Marketing Inc. and Southwire Company, with Related Guaranty, dated July 15, 1998, executed by LG&E Energy Corp. in favor of Southwire Company
22. Assurances Agreement, dated as of November 30, 2006, between Century Aluminum of Kentucky General Partnership and Big Rivers Electric Corporation
23. First Amendment to Assurances Agreement Dated as of November, 30, 2006, dated as of November __, 2007, by and between Century Aluminum of Kentucky General Partnership and Big Rivers Electric Corporation
24. Guaranty, dated August 1, 2003, from Alcan Corporation to and in favor of the E.ON Parties
25. Guaranty, dated July 15, 1998, of E.ON (as successor to LG&E Energy Corp.) to and in favor of Kenergy (as successor to Henderson Union)
26. Guaranty, dated July 15, 1998, by E.ON (as successor to LG&E Energy Corp.) to and in favor of Kenergy (as successor to Green River Electric Corporation)

INDEMNIFICATION AGREEMENTS

27. Indemnification and Assignment Agreement, dated July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
28. Indemnification and Assignment Agreement, dated July 15, 1998, between Green River Electric Corporation and Southwire Company

TIER 3 CONTRACTS AND RELATED DOCUMENTS

29. Agreement for Tier 3 Electric Service (2001-2002), dated as of July 15, 1998, between Green River Electric Company and LG&E Energy Marketing, Inc., with Southwire Company as a third-party beneficiary
30. Agreement for Tier 3 Electric Service (2001-2005), dated as of July 15, 1998, between Green River Electric Company and LG&E Energy Marketing, Inc., with Southwire Company as a third-party beneficiary
31. Agreement for Interruptible Tier 3 Energy, dated as of July 25, 2002, between Kenergy Corp. and Big Rivers Electric Corporation
32. Agreement for Interruptible Tier 3 Energy, dated as of November 5, 2002, between Kenergy Corp. and Big Rivers Electric Corporation
33. Agreement for Interruptible Tier 3 Energy, dated as of September 15, 2003, between Kenergy Corp. and Big Rivers Electric Corporation

34. Agreement for Interruptible Tier 3 Energy, dated as of November 30, 2006, between Kenergy Corp. and Big Rivers Electric Corporation
35. Agreement for Tier 3 Energy (Century), dated as of November 29, 2007, between Kenergy Corp. and Big Rivers Electric Corporation
36. Agreement for Tier 3 Energy (Alcan), dated as of November 29, 2007, between Kenergy Corp. and Big Rivers Electric Corporation
37. Consent to the Agreement for Tier 3 Energy (Alcan), dated November 29, 2007, by Alcan Primary Products Corporation
38. Consent to the Agreement for Tier 3 Energy (Century), dated November 29, 2007, by Century Aluminum of Kentucky General Partnership
39. All other agreements related to the provision of Tier 3 service by or among Big Rivers, Kenergy, the Smelters or any LG&E parties

OTHER AGREEMENTS

40. Assumption and Consent Agreement, dated as of August 1, 2003, among Alcan Primary Products Corporation, WKE Station Two Inc., LG&E Energy Marketing Inc., Western Kentucky Energy Corp. and Kenergy
41. Undertaking of Alcan Corporation, dated August 1, 2003, from Alcan to and in favor of LG&E Energy Marketing Inc., and the Undertaking of Alcan Aluminum Corporation, dated July 15, 1998, in favor of Henderson Union Electric Cooperative Corporation and LG&E Energy Marketing Inc.
42. Special Assignment Agreement, dated as of March 26, 2001, among LG&E Marketing Inc., Southwire Company, Century Aluminum of Kentucky LLC and Century Aluminum Company
43. Consent and Agreement, dated December 23, 2005, among Century Aluminum of Kentucky LLC, Century Aluminum Company, Hancock Aluminum LLC, NSA, Ltd., Century Aluminum of Kentucky General Partnership, Metalsco, Ltd., Skyliner, Inc., Century Kentucky, Inc. and LG&E Energy Marketing Inc.
44. Agreement with Respect to Procedures Regarding Big Rivers' Transmission System, dated as of July 15, 1998, between Green River Electric Corporation and Southwire Company
45. Agreement with Respect to Procedures Regarding Big Rivers' Transmission System, dated as of July 15, 1998, between Henderson Union Electric Cooperative Corp. and Alcan Aluminum Corporation
46. Joint Use Agreement, dated as of February 8, 2000, between Western Kentucky Energy Corp. and Big Rivers Electric Corporation

SCHEDULE 6.2.3
LISTING OF CERTAIN DULY AUTHORIZED AND EXECUTED AGREEMENTS

RETAIL AGREEMENTS

1. Retail Electric Service Agreement by and between Kenergy Corp. and Alcan Primary Products Corporation
2. Retail Electric Service Agreement by and between Kenergy Corp. and Century Aluminum General Partnership

WHOLESALE AGREEMENTS

3. Wholesale Electric Service Agreement (Alcan) by and between Big Rivers Electric Corporation and Kenergy Corp.
4. Wholesale Electric Service Agreement (Century) by and between Big Rivers Electric Corporation and Kenergy Corp.

COORDINATION AGREEMENTS

5. Coordination Agreement by and between Big Rivers Electric Corporation and Alcan Primary Products Corporation
6. Coordination Agreement by and between Big Rivers Electric Corporation and Century Aluminum of Kentucky General Partnership

LOCKBOX AGREEMENTS

7. Security and Lockbox Agreement (Alcan) by and among Old National Bank, Big Rivers Electric Corporation, Kenergy Corp., and Alcan Primary Products Corporation
8. Security and Lockbox Agreement (Century) by and among Old National Bank, Big Rivers Electric Corporation, Kenergy Corp., and Century Aluminum of Kentucky General Partnership

GUARANTEES

9. Parent Guarantee by Alcan Corporation in favor of Kenergy Corp., and Big Rivers Electric Corporation
10. Parent Guarantee by Century Aluminum Company in favor of Kenergy Corp., and Big Rivers Electric Corporation

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Pottline Reduction Sales (10.3)	Curtailement for Purchased Power (4.13.2)	Economic Sales (4.13.3)	
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)						
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh	
1	1.1.16 - Base Demand (MW) (a)	Contract	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	850.0	
2	1.1.18 - Base Fixed Energy (TWh) (b)	Contract	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	
3															
4	Energy Balance (Annual TWh)														
5	Assumed Load Factor	Assumption	98%	96%	100%	100%	100%	102%	100%	102%	88%	49%	85%	94%	98%
6	Metered Energy	Assumption	7.297	7.148	7.446	7.428	7.428	7.560	7.428	7.560	6.567	3.649	6.310	7.012	7.287
7	2.3.2 - Supplemental Energy														
8	2.3.2(a) Interruptible Energy	Assumption				0.131									
9	2.3.2(b) Buy-Through Energy	Assumption					0.131								
10	2.3.2(c) Market Energy														
11	Consumed	Assumption						0.197							
12	Sold	Assumption						0.066							
13	1.1.13 - Backup Energy								0.131	0.131					
14	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption								0.131					
15	4.4.1(c) - Excess	Assumption													
16	1.1.15 - Base Curtailed Energy												0.285		
17	4.13.2 - Curtailment of Purchased Power	Assumption												0.010	
18	4.13.3 - Economic Sales	Assumption (Max. Under Contract)								0.730					
19	10.1 - Surplus Sales	Assumption									3.649				
20	10.2 - Undeliverable Energy Sales	Assumption										0.987			
21	10.3 - Pottline Reduction Sales	Assumption (Approx. Max.)											0.987		
22	1.1.18 / 19 - Base Hourly/ Monthly Energy	line 6 + 17 + 18 + 19 + 20 + 21	7.297	7.148	7.446	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	7.297	
23	1.1.22 - Base Variable Energy	line 22 - line 2	-	(0.149)	0.149	-	-	-	-	-	-	-	-	-	
24															
25	Key Rates														
26	Market Energy Price	Assumption *	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	60.94	121.89	
27	4.3 - Supplemental Energy **														
28	4.3.1 - Interruptible Energy Rate	Assumption				60.94									
29	4.3.2 - Buy-Through Energy Rate	Assumption					60.94								
30	4.3.3 - Market Energy Rate	Assumption						60.94							
31	4.4 - Backup Energy Rate	Assumption													
32	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption							60.94	60.94					
33	4.4.1(c) - Excess	Contract								250.00					
34	1.1.72 - Market Reference Rate	Assumption													
35	1.1.21 - Base Rate	See Supporting Sched.	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	
36	1.1.23 - Base Variable Rate	See Supporting Sched.	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	
37	1.1.52 - FAC Factor	Tariff	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	11.22	
38	1.1.43 - Environmental Surcharge Factor	Tariff	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	2.19	
39	1.1.84 - Non-FAC Purchased Power Adjustment Factor	Contract (Appendix A)	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	0.08	
40	4.11.4 - Surcharges:														
41	4.11 (a)	See contract charges below													
42	4.11 (b)	Contract	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	
43	4.11 (c)	See Supporting Sched.	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	
44	* Placeholder value intended to to represent costs of energy plus appropriate inclusion or exclusion of transmission services charges or any other charges or other expenses, per the Retail Service Agreement (see also Net Proceeds, below).														
45	** Assumed priced at cost, for illustration														

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Pottline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)					
46	Charges (\$M)													
47	4.2 Base Energy Charge	(2 x 35) + (23 x 36)	205.4	203.6	207.3	205.4	205.4	205.4	205.4	205.4	205.4	205.4	205.4	205.4
48	4.3 Supplemental Energy Charge													
49	4.3.1 Interruptible Energy	8 x 28	-	-	-	8.0	-	-	-	-	-	-	-	-
50	4.3.2 Buy-Through Energy	9 x 29	-	-	-	-	8.0	-	-	-	-	-	-	-
51	4.3.3 Market Energy	10 x 30	-	-	-	-	16.0	-	-	-	-	-	-	-
52	4.4 Back-up Energy Charge													
53	4.4.1(a) and (b) (within 10MW per Smelter)	14 x 32	-	-	-	-	-	8.0	8.0	-	-	-	-	-
54	4.4.1(c) - Excess	15 x 33	-	-	-	-	-	-	32.9	-	-	-	-	-
55	4.5 Transmission Services Charge	Contract												
56	4.6 Excess Reactive Demand Charge	Contract												
57	4.7 TIER Adjustment Charge	See Supporting Sched.	-	-	-	-	-	-	-	-	-	-	-	-
58	4.8 Adjustable Charges													
59	4.8.1 FAC Charge	22 x 37	81.9	80.2	83.5	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9	81.9
60	4.8.2 Non-FAC Purchased Power Adjustment Charge	22 x 39	0.5	0.5	0.6	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
61	4.8.3 Environmental Surcharge	22 x 38	15.96	15.63	16.28	15.96	15.96	15.96	15.96	15.96	15.96	15.96	15.96	15.96
62	4.9 Rebate	See Supporting Schedules	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(7.1)	(0.7)	(0.7)	(0.7)	(0.9)
63	4.10 Equity Development Credit	Contract												
64	4.11 Surcharge													
65	4.11 (a)	Contract	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1	5.1
66	4.11 (b)	2 x 42	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4
67	4.11 (c)	2 x 43	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4	4.4
67A	4.11 (d)	-\$200,000 x 12	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)
68	4.12 Retail Fee	Contract	-	-	-	-	-	-	-	-	-	-	-	-
69														
70	Total Charges		314.6	310.7	318.4	322.6	322.6	330.6	322.6	338.6	308.2	314.6	314.6	314.4
71														
72	Credits (\$M)													
73	Net Proceeds	(12+18+19+20)x25 - (tax + admn. cost) */ Resale of Market Energy						4.0		39.9	199.3	53.9		1.1
74	Avoidable Base Charge	See Supporting Schedules								30.4				
75														
76	4.13													
77	4.13.1 Surplus, Undeliverable Energy, and Pottline Reduction Sales									30.4				
78	Surplus Sales	Min. of 73 and 74									199.3	53.9		
79	Undeliverable Energy, and Pottline Reduction Sales	line 73											17.4	
80	4.13.2 Curtailment for Purchased Power	17 x 34												0.8
81	4.13.3 Economic Sales	line 73 x 75%												
82	4.13.4 Market Energy Sales	line 73						4.0						
83														
84	Total Credits	78 + 79 + 80 + 81 + 82						4.0		30.4	199.3	53.9	17.4	0.8
85	Net Charges	line 70 - line 84	314.6	310.7	318.4	322.6	322.6	326.6	322.6	338.6	277.8	115.3	260.6	297.2
86	Net Charges per MWh Metered													
87	* Simplified calculation; in practice would include estimated Big Rivers tax liability (as applicable per sections 1.1.79, 10.1.4, 10.2.3, 10.3.7, and 13.3). Administrative fees are modeled per section 4.13.1.													
88														

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Polline Reduction Sales (10.3)	Curtailement for Purchased Power (4.13.2)	Economic Sales (4.13.3)
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)					
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh
89	Supporting Schedules													
90														
91	1.1.21 Smelter Base Rate													
92	Large Industrial Rate													
93	Load Factor (%)	Member Load Forecast	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%	79%
94	Energy (\$/ MWh)	Tariff	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72	13.72
95	Demand (\$/ KW-mo.)	Tariff	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15	10.15
96	Blend													
97	MDA (\$/ MWh)	[Tariff]	-	-	-	-	-	-	-	-	-	-	-	-
98	Net Rate (\$/ MWh)		31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39	31.39
99	Large Industrial Rate @ 98% LF	Contract	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90	27.90
100	Plus Margin	Contract	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25
101	Smelter Base Rate		28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15	28.15
102														
103	1.1.23 Base Variable Rate													
104	FAC Base	Tariff	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72	10.72
105	Environmental Surcharge base	Tariff	-	-	-	-	-	-	-	-	-	-	-	-
106	Purchased Power Base	Tariff	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
107	Total		12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47	12.47
108														
109	4.11 (c) Surcharge													
110	Reference Fuel Expense (\$/ MWh)	Contract	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44	16.44
111	Actual Fuel Expense (\$/ MWh)	Assumption	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94	21.94
112	Min. of i) Actual Less Reference and ii) \$0.60 (not less than zero)		0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60	0.60
113														
114	1.1.12 Avoidable Base Charge													
115	1.1.11(a)										41.63			
116	(i) Base Rate plus Adjustable Charge Rates	35 + 37 + 38 + 39									0.73			
117	(ii) Base Fixed Energy made available whether or not sold	line 19									30.38			
118	\$M	line 116 x line 117												
119	Plus													
120	1.1.11(b)										25.95			
121	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39									-			
122	(ii) Base Variable Energy made available whether or not sold	line 23									-			
123	\$M	line 121 x line 122												
124	Less													
125	1.1.11(c)										25.95			
126	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39									-			
127	(ii) Base Fixed or Variable Energy neither Metered nor Sold										-			
128	\$M	line 126 x line 127									30.38			
129	Net	line 118 + line 123 - line 128												
130														

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Year Modeled:

2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Poltline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)	
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)						
					20 MW (10 MW per Smelter) for 75% of Hours in Year	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year/ 10 MW Resold	20 MW (10 MW per Smelter) for 75% of Hours in Year	40 MW for 75% of Hours in Year	10% of Base Fixed Energy	6 Month Duration	115 MW @ 98% Load Factor x 12 Months	Example curtails all market purchases	Max. of 9,600 MWh	
131	4.7 TIER Adjustment Charge														
132	4.7.5 TIER Adjustment														
133	System Revenues Before TIER Adjustment														
134	Base Case	Financial Model	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	579.409	
135	Increment from Base Case (Accounts for Both Smelters):														
136	Base Energy Charge	22 x 36		(1.9)	1.9	-	-	-							
137	FAC/ ES/ PPA Charges	23 x (37 + 38+ 39)		(2.0)	2.0	-	-	-							
138	Supplemental Energy	49 + 50 + 51				8.0	8.0	16.0							
139	Backup Energy	53 + 54							8.0	40.9					
140	Net Proceeds	line 73						4.0		39.9				1.1	
141	Less: Credits	line 84						(4.0)		(30.4)	(199.3)	(53.9)	(17.4)	(0.8)	
142	Total Increment from Base Case	136 +137 +138+ 139 +140 + 141	-	(3.9)	3.9	8.0	8.0	16.0	8.0	40.9	9.5	-	(17.4)	0.3	
143	Total Revenues	line 134 - line 142	579.4	575.5	583.3	587.4	587.4	595.4	587.4	620.3	588.9	579.4	579.4	562.0	579.7
144	System Expenses Before TIER Adjustment														
145	Base Case - Gross	Financial Model	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	564.4	
146	Net Debit to Power Purchases reflected in Regulatory Account	Financial Model	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	(0.3)	
147	Base Case - Net	Financial Model	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	564.1	
148	Increment from Base Case														
149	Variable Costs *	23 x (36 + 37+ 38+ 39)		(3.9)	3.9	-	-	-							
150	Power Purchases	138 + 139				8.0	8.0	16.0	8.0	16.0	-	-	(17.4)	-	
151	Interest (net of capitalization)														
152	Other														
153	Total Increment from Base Case	149 + 150 + 151 + 152	-	(3.9)	3.9	8.0	8.0	16.0	8.0	16.0	-	-	(17.4)	-	
154	Total Expenses	line 147 + line 153	564.1	560.3	568.0	572.1	572.1	580.1	572.1	580.1	564.1	564.1	564.1	564.1	
155	Net Margin Before TIER Adjustment	line 143 - line 154	15.3	15.3	15.3	15.3	15.3	15.3	15.3	40.1	24.8	15.3	15.3	15.5	
156	Interest Charges Plus Net Margin	line 155 + line 158	68.8	68.8	68.8	68.8	68.8	68.8	68.8	93.7	78.3	68.8	68.8	69.1	
157	Interest Charges:														
158	Base Case	Financial Model	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	
159	Increment from Base Case		-	-	-	-	-	-	-	-	-	-	-	-	
160	Total	line 158 - line 159	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	53.6	
161	Pre-Adjustment TIER	line 156/ line 160	1.285	1.285	1.285	1.285	1.285	1.285	1.285	1.749	1.462	1.285	1.285	1.290	
162	Incremental Revenue Needed to Achieve TIER = 1.24x	(1.24 - line 161) x line 160	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(2.4)	(27.3)	(11.9)	(2.4)	(2.4)	(2.7)	
163	Adjustments:														
164	4.7.5(f) No revenue from Economic/ Transition Reserves	Financial Model	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	
165	Other		-	-	-	-	-	-	-	-	-	-	-	-	
166	Total	line 164 + line 165	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	
167	TIER Adjustment	line 162 + line 166	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(25.9)	(10.5)	(1.0)	(1.0)	(1.3)	
168	TIER Adjustment Charge	Max. of line 167 and zero	-	-	-	-	-	-	-	-	-	-	-	-	
169															
170	4.9 Rebate														
171	Excess TIER Amount		(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(1.0)	(25.9)	(10.5)	(1.0)	(1.0)	(1.3)	
172	Rebate:														
173	Smelter MWh		68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	68%	
174	Rebate		(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(0.7)	(17.5)	(7.1)	(0.7)	(0.7)	(0.9)	
175															
176	* Example assumes variable costs incurred at rate stipulated in 1.1.21, plus FAC, Environmental Surcharge, and PPA														
177															

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Annualized Basis

Case	Derivation	Base Case	Low Load Factor	High Load Factor	Supplemental Energy (4.3)			Backup Energy (4.4)		Surplus Sales (10.1)	Undeliverable Energy Sales (10.2)	Potline Reduction Sales (10.3)	Curtailment for Purchased Power (4.13.2)	Economic Sales (4.13.3)
					Interruptible Energy	Buy-Through Energy	Market Energy	4.4.1 (a) and (b)	4.4.1 (c)					
178	Quarterly TIER Adjustment Charge													
179		Base Case												
180														
181	Revenues	579.4												
182	Expenses	564.1												
183	Net Margin Before TIER	15.3												
184	Interest + Margin	68.8												
185	Interest Charges	53.6												
186	Pre-Adjustment TIER	1.29												
187	Increment Needed for 1.24x	(2.4)												
188	Adjustments	1.4												
189	TIER Adjustment	(1.0)												
190	TIER Adjustment Charge													
191	1st Q	-												
192	2nd Q	-												
193	3rd Q	-												
194	4th Q	-												
195														
196	* Illustrative Forecast Weightings (actual forecast methodologies to be determined)													
197	YTD													
198	Original Budget													
199														
200	YTD													
201	Revenues													
202	Expenses													
203	Net Margin Before TIER													
204	Interest + Margin													
205	Interest Charges													
206	Pre-Adjustment TIER													
207	Increment Needed for 1.24x													
208	Adjustments													
209	TIER Adjustment													
210														
211	Revised Full- Year Forecast													
212	Revenues													
213	Expenses													
214	Net Margin Before TIER													
215	Interest + Margin													
216	Interest Charges													
217	Pre-Adjustment TIER													
218	Increment Needed for 1.24x													
219	Adjustments													
220	TIER Adjustment													
221														

**Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009**

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
1	1.1.16 - Base Demand (MW) (a)	Contract	850.0	850.0	850.0	850.0	850.0	850.0	850.0				850.0
2	1.1.18 - Base Fixed Energy (TWh) (b)	Contract	7.297	1.824	1.824	1.824	1.824	1.824	7.297				7.297
3													
4	Energy Balance (Annual TWh)												
5	Assumed Load Factor	Assumption	98%	96%	100%	98%	98%	98%					
6	Metered Energy	Assumption	7.297	1.787	1.862	1.824	1.824	1.824	7.297				7.297
7	2.3.2 - Supplemental Energy												
8	2.3.2(a) Interruptible Energy	Assumption											
9	2.3.2(b) Buy-Through Energy	Assumption											
10	2.3.2(c) Market Energy												
11	Consumed	Assumption											
12	Sold	Assumption											
13	1.1.13 - Backup Energy												
14	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption											
15	4.4.1(c) - Excess	Assumption											
16	1.1.15 - Base Curtailed Energy												
17	4.13.2 - Curtailment of Purchased Power	Assumption											
18	4.13.3 - Economic Sales	Assumption (Max. Under Contract)											
19	10.1 - Surplus Sales	Assumption											
20	10.2 - Undeliverable Energy Sales	Assumption											
21	10.3 - Potline Reduction Sales	Assumption (Approx. Max.)											
22	1.1.18 / 19 - Base Hourly/ Monthly Energy	line 6 + 17 + 18 + 19 + 20 + 21	7.297	1.787	1.862	1.824	1.824	1.824	7.297				7.297
23	1.1.22 - Base Variable Energy	line 22 - line 2	-	(0.037)	0.037	-	-	-	(0.000)				-
24													
25	Key Rates												
26	Market Energy Price	Assumption *	60.94	60.94	60.94	60.94	60.94	60.94	60.94				60.94
27	4.3 - Supplemental Energy **												
28	4.3.1 - Interruptible Energy Rate	Assumption											
29	4.3.2 - Buy-Through Energy Rate	Assumption											
30	4.3.3 - Market Energy Rate	Assumption											
31	4.4 - Backup Energy Rate	Assumption											
32	4.4.1(a) and (b) (within 10MW per Smelter)	Assumption											
33	4.4.1(c) - Excess	Contract											
34	1.1.72 - Market Reference Rate	Assumption											
35	1.1.21 - Base Rate	See Supporting Sched.	28.15	28.15	28.15	28.15	28.15	28.15	28.15				28.15
36	1.1.23 - Base Variable Rate	See Supporting Sched.	12.47	12.47	12.47	12.47	12.47	12.47	12.47				12.47
37	1.1.52 - FAC Factor	Tariff	11.22	11.22	11.22	11.22	11.22	11.22	11.22				11.22
38	1.1.43 - Environmental Surcharge Factor	Tariff	2.19	2.19	2.19	2.19	2.19	2.19	2.19				2.19
39	1.1.84 - Non-FAC Purchased Power Adjustment Factor	Contract (Appendix A)	0.08	0.08	0.08	0.08	0.08	0.08	0.08				0.08
40	4.11.4 - Surcharges:												
41	4.11 (a)	See contract charges below											
42	4.11 (b)	Contract	0.60	0.60	0.60	0.60	0.60	0.60	0.60				0.60
43	4.11 (c)	See Supporting Sched.	0.60	0.60	0.60	0.60	0.60	0.60	0.60				0.600
44	* Placeholder value intended to represent costs of energy plus appropriate inclusion or exclusion of transmission services charges												
45	** Assumed priced at cost, for illustration												

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1				Q2				Q3				Q4				Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
			Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3									
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.		98% load factor/ expense 10% below avg.													
46	Charges (\$M)																					
47	4.2 Base Energy Charge	(2 x 35) + (23 x 36)	205.4	50.9		51.8			51.4			51.4	205.4							205.4		
48	4.3 Supplemental Energy Charge																					
49	4.3.1 Interruptible Energy	8 x 28	-	-		-			-			-										
50	4.3.2 Buy-Through Energy	9 x 29	-	-		-			-			-										
51	4.3.3 Market Energy	10 x 30	-	-		-			-			-										
52	4.4 Back-up Energy Charge																					
53	4.4.1(a) and (b) (within 10MW per Smelter)	14 x 32	-	-		-			-			-										
54	4.4.1(c) - Excess	15 x 33	-	-		-			-			-										
55	4.5 Transmission Services Charge	Contract																				
56	4.6 Excess Reactive Demand Charge	Contract																				
57	4.7 TIER Adjustment Charge	See Supporting Sched.	-	-	2.0	2.0	3.5	5.5	-	5.5	13.1	(13.1)										
58	4.8 Adjustable Charges																					
59	4.8.1 FAC Charge	22 x 37	81.9	20.0		20.9			20.5			20.5	81.9							81.9		
60	4.8.2 Non-FAC Purchased Power Adjustment Charge	22 x 39	0.5	0.1		0.1			0.1			0.1	0.5							0.5		
61	4.8.3 Environmental Surcharge	22 x 38	15.96	3.91		4.07			3.99			3.99	15.96							15.96		
62	4.9 Rebate	See Supporting Schedules	(0.7)	-	-	-	-	-	-	-	-	-	-							(0.7)		
63	4.10 Equity Development Credit	Contract																				
64	4.11 Surcharge																					
65	4.11 (a)	Contract	5.1	1.3		1.3			1.3			1.3	5.1							5.1		
66	4.11 (b)	2 x 42	4.4	1.1		1.1			1.1			1.1	4.4							4.4		
67	4.11 (c)	2 x 43	4.4	1.1		1.1			1.1			1.1	4.4							4.4		
67A	4.11 (d)	-\$200,000 x 12	(2.4)	(0.6)		(0.6)			(0.6)			(0.6)	(2.4)							(2.4)		
68	4.12 Retail Fee	Contract	-	-		-			-			-	-							-		
69																						
70	Total Charges		314.6	77.8		81.8			84.3			84.3	328.3	(13.1)	(0.7)					314.6		
71																						
72	Credits (\$M)																					
73	Net Proceeds	(12+18+19+20)x25 - (tax + admn. cost) * / Resale of Market Energy																				
74	Avoidable Base Charge	See Supporting Schedules																				
75																						
76	4.13																					
77	4.13.1 Surplus, Undeliverable Energy, and Potline Reduction Sales																					
78	Surplus Sales	Min. of 73 and 74																				
79	Undeliverable Energy, and Potline Reduction Sales	line 73																				
80	4.13.2 Curtailment for Purchased Power	17 x 34																				
81	4.13.3 Economic Sales	line 73 x 75%																				
82	4.13.4 Market Energy Sales	line 73																				
83																						
84	Total Credits	78 + 79 + 80 + 81 + 82																				
85	Net Charges	line 70 - line 84	314.6	77.8		81.8			84.3			84.3	328.3	(13.1)	(0.7)					314.6		
86	Net Charges per MWh Metered																					
87	* Simplified calculation; in practice would include estimated Big Rivers tax liability (as applicable per sections 1.1.79, 10.1.4, 10.2.3, 10.3.7, and 13.3). Administrative fees are modeled per section 4.13.1.																					
88																						

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
 Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.		98% load factor/ expense 10% below avg.				
89	Supporting Schedules												
90													
91	1.1.21 Smelter Base Rate												
92	Large Industrial Rate												
93	Load Factor (%)	Member Load Forecast	79%	79%	79%	79%	79%	79%	79%				79%
94	Energy (\$/ MWH)	Tariff	13.72	13.72	13.72	13.72	13.72	13.72	13.72				13.72
95	Demand (\$/ KW-mo.)	Tariff	10.15	10.15	10.15	10.15	10.15	10.15	10.15				10.15
96	Blend		31.39	31.39	31.39	31.39	31.39	31.39	31.39				31.39
97	MDA (\$/ MWH)	[Tariff]	-	-	-	-	-	-	-				-
98	Net Rate (\$/ MWH)		31.39	31.39	31.39	31.39	31.39	31.39	31.39				31.39
99	Large Industrial Rate @ 98% LF	Contract	27.90	27.90	27.90	27.90	27.90	27.90	27.90				27.90
100	Plus Margin	Contract	0.25	0.25	0.25	0.25	0.25	0.25	0.25				0.25
101	Smelter Base Rate		28.15	28.15	28.15	28.15	28.15	28.15	28.15				28.15
102													
103	1.1.23 Base Variable Rate												
104	FAC Base	Tariff	10.72	10.72	10.72	10.72	10.72	10.72	10.72				10.72
105	Environmental Surcharge base	Tariff	-	-	-	-	-	-	-				-
106	Purchased Power Base	Tariff	1.75	1.75	1.75	1.75	1.75	1.75	1.75				1.75
107	Total		12.47	12.47	12.47	12.47	12.47	12.47	12.47				12.47
108													
109	4.11 (c) Surcharge												
110	Reference Fuel Expense (\$/ MWh)	Contract	16.44	16.4	16.4	16.4	16.4	16.4	16.4				16.4
111	Actual Fuel Expense (\$/ MWh)	Assumption	21.94	21.9	21.9	21.9	21.9	21.9	21.9				21.9
112	Min. of i) Actual Less Reference and ii) \$0.60 (not less than zero)		0.60	0.60	0.60	0.60	0.60	0.60	0.60				0.60
113													
114	1.1.12 Avoidable Base Charge												
115	1.1.11(a)												
116	(i) Base Rate plus Adjustable Charge Rates	35 + 37 + 38 + 39											
117	(ii) Base Fixed Energy made available whether or not sold	line 19											
118	\$M	line 116 x line 117											
119	Plus												
120	1.1.11(b)												
121	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39											
122	(ii) Base Variable Energy made available whether or not sold	line 23											
123	\$M	line 121 x line 122											
124	Less												
125	1.1.11(c)												
126	(i) Base Variable Rate plus Adjustable Charge Rates	36 + 37 + 38 + 39											
127	(ii) Base Fixed or Variable Energy neither Metered nor Sold	line 126 x line 127											
128	\$M	line 126 x line 127											
129	Net	line 118 + line 123 - line 128											
130													

**Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
Year Modeled: 2009**

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Illustrative Quarterly Basis - Base Case				Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year											
			Q1		Q2						Q3		Q4								
				Adj. Per 4.7.3		Adj. Per 4.7.3						Adj. Per 4.7.3									
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.		98% load factor/ expense 10% below avg.												
131	4.7 TIER Adjustment Charge																				
132	4.7.5 TIER Adjustment																				
133	System Revenues Before TIER Adjustment																				
134	Base Case	Financial Model	579.409	144.852	144.852	144.852	144.852	579.409													579.409
135	Increment from Base Case (Accounts for Both Smelters):																				
136	Base Energy Charge	22 x 36		(0.5)	0.5	-	-														
137	FAC/ ES/ PPA Charges	23 x (37 + 38+ 39)		(0.5)	0.5	-	-														
138	Supplemental Energy	49 + 50 + 51																			
139	Backup Energy	53 + 54																			
140	Net Proceeds	line 73																			
141	Less: Credits	line 84																			
142	Total Increment from Base Case	136 +137 +138+ 139 +140 + 141	-	(1.0)	1.0	-	-	(0.0)													
143	Total Revenues	line 134 - line 142	579.4	143.9	145.8	144.9	144.9	579.4													579.4
144	System Expenses Before TIER Adjustment																				
145	Base Case - Gross	Financial Model	564.4	141.1	141.1	141.1	141.1	564.4													564.4
146	Net Debit to Power Purchases reflected in Regulatory Account	Financial Model	(0.3)	(0.1)	(0.1)	(0.1)	(0.1)	(0.3)													(0.3)
147	Base Case - Net	Financial Model	564.1	141.0	141.0	141.0	141.0	564.1													564.1
148	Increment from Base Case																				
149	Variable Costs *	23 x (36 + 37+ 38+ 39)		(1.0)	1.0	-	-	(0.0)													
150	Power Purchases	138 + 139																			
151	Interest (net of capitalization)																				
152	Other			7.1	7.1	-	(14.1)	-													
153	Total Increment from Base Case	149 + 150 + 151 + 152	-	6.1	8.0	-	(14.1)	-													
154	Total Expenses	line 147 + line 153	564.1	147.1	149.0	141.0	126.9	564.1													564.1
155	Net Margin Before TIER Adjustment	line 143 - line 154	15.3	(3.2)	(3.2)	3.8	17.9	15.3													15.3
156	Interest Charges Plus Net Margin	line 155 + line 158	68.8	10.2	10.2	17.2	31.3	68.8													68.8
157	Interest Charges:																				
158	Base Case	Financial Model	53.6	13.4	13.4	13.4	13.4	53.6													53.6
159	Increment from Base Case																				
160	Total	line 158 - line 159	53.6	13.4	13.4	13.4	13.4	53.6													53.6
161	Pre-Adjustment TIER	line 156/ line 160	1.285	0.759	0.759	1.285	2.339	5.141													1.285
162	Incremental Revenue Needed to Achieve TIER = 1.24x	(1.24 - line 161) x line 160	(2.4)	6.4	6.4	(0.6)	(14.7)	(2.4)													(2.4)
163	Adjustments:																				
164	4.7.5(f) No revenue from Economic/ Transition Reserves	Financial Model	1.4	0.4	0.4	0.4	0.4	1.4													1.4
165	Other		-	-	-	-	-	-													-
166	Total	line 164 + line 165	1.4	0.4	0.4	0.4	0.4	1.4													1.4
167	TIER Adjustment	line 162 + line 166	(1.0)	6.8	6.8	(0.3)	(14.4)	(1.0)													(1.0)
168	TIER Adjustment Charge	Max. of line 167 and zero	-																		
169																					
170	4.9 Rebate																				
171	Excess TIER Amount		(1.0)	-	-	-	-	-													(1.0)
172	Rebate:																				
173	Smelter MWh		68%	68%	68%	68%	68%	68%													68%
174	Rebate		(0.7)	-	-	-	-	-													(0.7)
175																					
176	* Example assumes variable costs incurred at rate stipulated in 1.1.21, plus FAC, Environmental Surcharge, and PPA																				
177																					

Exhibit A - Retail and Wholesale Service Agreement Examples - Combines Alcan and Century
 Smelter Charges and Credits - (for purposes of examples, Retail Fee set at zero)
 Year Modeled: 2009

Illustrative Quarterly Basis - Base Case

Case	Derivation	Base Case	Q1		Q2		Q3		Q4	Pre-Adjusted Year	Adjust. TIER Adjustment	Rebate	Adjusted Year
				Adj. Per 4.7.3		Adj. Per 4.7.3		Adj. Per 4.7.3					
			96% load factor/ expense 5% above avg.		100% load factor/ expense 5% above avg.		98% load factor/ expense 0% above avg.						
178	Quarterly TIER Adjustment Charge												
179		Base Case	intermediate Annual Forecasts *										
180			3 Months Actual, 9 Months Forecast	Change Applicable to Next Quarter	6 Months Actual, 6 Months Forecast	Change Applicable to Next Quarter	9 Months Actual, 3 Months Forecast	Change Applicable to Next Quarter					
181	Revenues	579.4	578.4		579.4		579.4						
182	Expenses	564.1	570.2		578.2		578.2						
183	Net Margin Before TIER	15.3	8.2		1.2		1.2						
184	Interest + Margin	68.8	61.8		54.7		54.7						
185	Interest Charges	53.6	53.6		53.6		53.6						
186	Pre-Adjustment TIER	1.29	1.2		1.0		1.0						
187	Increment Needed for 1.24x	(2.4)	4.6		11.7		11.7						
188	Adjustments	1.4	1.4		1.4		1.4						
189	TIER Adjustment	(1.0)	6.0		13.1		13.1						
190	TIER Adjustment Charge												
191	1st Q	-	-		-		-						
192	2nd Q	-	2.0	2.0	2.0		2.0						
193	3rd Q	-	2.0		5.5	3.5	5.5						
194	4th Q	-	2.0		5.5		5.5	0.0					
195													
196	* Illustrative Forecast Weightings (actual forecast methodologies to be determined)												
197	YTD		25%		50%		75%						
198	Original Budget		75%		50%		25%						
199													
200	YTD												
201	Revenues		143.9		289.7		434.6						
202	Expenses		147.1		296.2		437.2						
203	Net Margin Before TIER		(3.2)		(6.5)		(2.6)						
204	Interest + Margin		10.2		20.3		37.5						
205	Interest Charges		13.4		26.8		40.2						
206	Pre-Adjustment TIER		0.76		0.76		0.93						
207	Increment Needed for 1.24x		6.4		12.9		12.3						
208	Adjustments		0.4		0.7		1.1						
209	TIER Adjustment		6.8		13.6		13.3						
210													
211	Revised Full- Year Forecast												
212	Revenues		578.4		579.4		579.4						
213	Expenses		570.2		578.2		578.2						
214	Net Margin Before TIER		8.2		1.2		1.2						
215	Interest + Margin		61.8		54.7		54.7						
216	Interest Charges		53.6		53.6		53.6						
217	Pre-Adjustment TIER		1.15		1.02		1.02						
218	Increment Needed for 1.24x		4.6		11.7		11.7						
219	Adjustments		1.4		1.4		1.4						
220	TIER Adjustment		6.0		13.1		13.1						
221													

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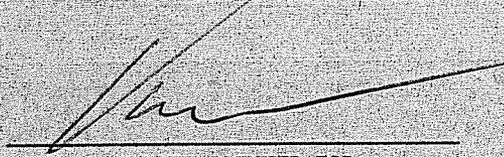
RUS BORROWER DESIGNATION Kentucky 65 Kenergy
Kentucky 62 Big Rivers

THE WITHIN Amendment to Wholesale Power Contracts dated as of July 6, 2007

between Big Rivers Electric Corporation and Kenergy Corporation.

Amending the Wholesale Power Contracts made as of June 11, 1962.

**SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.**



FOR THE ADMINISTRATOR

DATED

JUL 16 2009

AMENDMENT TO WHOLESALE POWER CONTRACTS

dated as of July 6, 2009

between

BIG RIVERS ELECTRIC CORPORATION

and

KENERGY CORP.

Amending the Wholesale Power Contracts
made as of June 11, 1962

AMENDMENT TO WHOLESALE POWER CONTRACTS

AMENDMENT TO WHOLESALE POWER CONTRACTS, dated as of July 6, 2009 (this "Amendment"), between Big Rivers Electric Corporation (hereinafter called the "Seller", a Kentucky rural electric cooperative corporation and Kenergy Corp. (hereinafter called the "Member"), a Kentucky rural electric cooperative corporation.

WHEREAS, the Seller and the Member, as successor by consolidation to Henderson Union Electric Cooperative Corp., have entered into a Wholesale Power Contract, made as of June 11, 1962, as such Wholesale Power Contract has heretofore been supplemented and amended, including as supplemented and amended by supplements and amendments between Seller and Member subsequent to the consolidation of Henderson Union Electric Cooperative Corp. and Green River Electric Corporation (such Wholesale Power Contract dated June 11, 1962, as heretofore supplemented and amended, the "Henderson Union Partial Requirements Contract");

WHEREAS, the Seller and Member, as successor by consolidation to Green River Electric Corporation, have entered into a Wholesale Power Contract, made as of June 11, 1962, as such Wholesale Power Contract has heretofore been supplemented and amended, including as supplemented and amended by supplements and amendments between Seller and Member subsequent to the consolidation of Henderson Union Electric Cooperative Corp. and Green River Electric Corporation (such Wholesale Power Contract dated June 11, 1962, as heretofore supplemented and amended, the "Green River Partial Requirements Contract");

WHEREAS, the Seller, LG&E Energy Marketing Inc. and Western Kentucky Energy Corp. ("WKEC") entered into a Transaction Termination Agreement, dated as of March 26, 2007 (the "Termination Agreement"), setting forth the terms and conditions under which possession and control of the generating facilities owned by the Seller and leased to WKEC will be returned to Seller and certain other contractual relationship among such parties will be terminated (the transactions contemplated by the Termination Agreement hereinafter called the "Unwind");

WHEREAS, the Seller and the Member desire to amend the provisions of the Henderson Union Partial Requirements Contract and the Green River Partial Requirements Contract to (a) extend the term of the Henderson Union Partial Requirements Contract and the Green River Partial Requirements Contract, and (b) add certain provisions limiting the ability of the Member to reorganize, consolidate, merge or sell all or a substantial portion of its assets.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained the parties hereto agree that the Henderson Union Partial Requirements Contract and the Green River Partial Requirements Contract are each amended as follows:

Section 1. Amendment of Term.

Section 10 of the Henderson Union Partial Requirements Contract and Section 10 of the Green River Partial Requirements Contract are each amended to read as follows:

“Section 10. Term.

This Agreement shall remain in effect until December 31, 2043, and thereafter until terminated by either party’s giving to the other not less than six months’ written notice of its intention to terminate.”

Section 2. Consolidation, Merger, Sale of Assets.

The Henderson Union Partial Requirements Contract and the Green River Partial Requirements Contract are each amended to add the following section:

“Consolidation, Merger, Sale of Assets.

(a) The Member agrees that, for so long as any of the notes or other obligations of the Seller incurred by the Seller in connection with the Seller’s agreement to sell and deliver electric power and energy to its members (the “Seller’s Obligations”) are outstanding, the Member will not, without the approval in writing of the Seller and the Administrator, take or suffer to be taken any steps for reorganization or dissolution or to consolidate with or merge into any corporation, or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired. The Seller will not unreasonably withhold or condition its consent to any such reorganization, dissolution, consolidation, or merger, or to any such sale, lease or transfer (or any agreement therefore) of assets. The Seller will not withhold or condition its consent except in cases where to do otherwise would result in rate increases for the other members of the Seller or impair the ability of the Seller to repay the Seller’s obligations in accordance with their terms, or adversely affect system performance in a material way.

(b) Notwithstanding paragraph (a) of this Section, the Member may take or suffer to be taken any steps for reorganization or dissolution or to consolidate with or merge into any corporation or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired, without the Seller’s consent, so long as the Member shall pay such portion of the outstanding indebtedness on the Seller’s Obligations as shall be reasonably determined by the Seller with the prior written consent of the Administrator and shall otherwise comply with such reasonable terms and conditions as the Administrator and Seller may require, either:

(1) to eliminate any adverse effect that such action seems likely to have on the rates of the other members of the Seller; or

(2) to assure that the Seller's ability to repay the Seller's Obligations in accordance with their terms is not impaired.

(c) The Administrator may require, among other things, that any payment owed under clause (b)(2) of this Section that represents a portion of the Seller's Obligations shall be paid by the Member in the manner necessary to accomplish a defeasance of those Obligations in accordance with the loan or security documents relating thereto, or be paid directly to the holders of the Seller's Obligations for application by them as prepayments in accordance with the provisions of such documents, or be paid to the Seller and held and invested in a manner satisfactory to the Administrator."

Section 3. Conditions to Effectiveness of this Amendment.

This Amendment shall become effective only after satisfaction of each of the following conditions:

(a) Approval in writing of this Amendment by the Administrator;

(b) Acceptance or approval in writing of this Amendment by the Kentucky Public Service Commission; and

(c) The occurrence of the "Closing" (as defined in the Termination Agreement) of the Unwind.

Section 4. Contract to Remain in Full Force and Effect.

Except as expressly herein amended, the Contract shall remain in full force and effect.

EXECUTED the day and year first above mentioned.

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. Bailey

ATTEST:

KENERGY CORP.

By: Sanford Nivick

ATTEST:

Delia Hayden

RECEIVED

AUG 03 2009

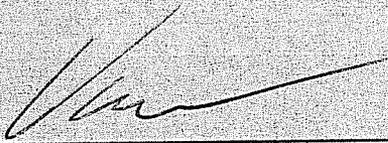
**PUBLIC SERVICE
COMMISSION**

**U.S. DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE**

RUS BORROWER DESIGNATION Kentucky 20 McCracken
Kentucky 62 Big Rivers

THE WITHIN Amendment No. 2 dated as of December 26, 2007 to Wholesale Power Contract
dated October 14, 1977 between Big Rivers Electric Corporation and
Jackson Purchase Energy Corporation

**SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.**



FOR THE ADMINISTRATOR

DATED

JUL 16 2009

AMENDMENT NO. 2

dated as of July 6, 2009

to

WHOLESALE POWER CONTRACT

dated October 14, 1977

between

BIG RIVERS ELECTRIC CORPORATION

and

JACKSON PURCHASE ENERGY CORPORATION

AMENDMENT NO. 2 TO WHOLESALE POWER CONTRACT

AMENDMENT No. 2, dated as of July 6, 2009, (this "Amendment") to WHOLESALE POWER CONTRACT, between Big Rivers Electric Corporation, a Kentucky rural electric cooperative corporation, ("Seller") and Jackson Purchase Energy Corporation ("Member"), a Kentucky rural electric cooperative corporation.

WHEREAS, Seller and Member entered into a Wholesale Power Contract, dated October 14, 1977 to provide for the furnishing of electric service by Seller to Member, as supplemented and amended by a Supplemental Agreement entered into as of October 14, 1977 and Amendment 1 to Wholesale Power Contract, made as of May 9, 1980 (such October 14, 1977 Wholesale Power Contract, as heretofore supplemented and amended, the "Contract").

WHEREAS, the Seller and the Member now deem it mutually advantageous to amend the Contract to extend its term and to add certain provisions limiting the ability of the Member to reorganize, consolidate, merge or sell all or a substantial portion of its assets.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contracted, the Seller and the Member agree as follows:

SECTION 1. Amendment of Term.

Section 10 of the Contract is hereby amended in its entirety to read as follows:

"TERM. This Agreement shall remain in effect until December 31, 2043, and thereafter until terminated by either party's giving to the other not less than six months' written notice of its intention to terminate."

SECTION 2. Consolidations, Mergers, Sales of Assets by Member.

The Contract is amended by adding a new Section 14 reading in its entirety as follows:

"14. Consolidation, Merger, Sale of Assets.

(a) The Member agrees that, for so long as any of the notes or other obligations of the Seller incurred by the Seller in connection with the Seller's agreement to sell and deliver electric power and energy to its members (the "Seller's Obligations") are outstanding, the Member will not, without the approval in writing of the Seller and the Administrator, take or suffer to be taken any steps for reorganization or dissolution or to consolidate with or merge into any corporation, or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired. The Seller will not unreasonably withhold or condition its consent to any such reorganization,

dissolution, consolidation, or merger, or to any such sale, lease or transfer (or any agreement therefore) of assets. The Seller will not withhold or condition its consent except in cases where to do otherwise would result in rate increases for the other members of the Seller or impair the ability of the Seller to repay the Seller's obligations in accordance with their terms, or adversely affect system performance in a material way.

(b) Notwithstanding paragraph (a) of this Section 14, the Member may take or suffer to be taken any steps for reorganization or dissolution or to consolidate with or merge into any corporation or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired, without the Seller's consent, so long as the Member shall pay such portion of the outstanding indebtedness on the Seller's Obligations as shall be reasonably determined by the Seller with the prior written consent of the Administrator and shall otherwise comply with such reasonable terms and conditions as the Administrator and Seller may require, either:

- (1) to eliminate any adverse effect that such action seems likely to have on the rates of the other members of the Seller; or
- (2) to assure that the Seller's ability to repay the Seller's Obligations in accordance with their terms is not impaired.

(c) The Administrator may require, among other things, that any payment owed under clause (b)(2) of this Section 14 that represents a portion of the Seller's Obligations shall be paid by the Member in the manner necessary to accomplish a defeasance of those Obligations in accordance with the loan or security documents relating thereto, or be paid directly to the holders of the Seller's Obligations for application by them as prepayments in accordance with the provisions of such documents, or be paid to the Seller and held and invested in a manner satisfactory to the Administrator."

SECTION 3. Conditions to Effectiveness of this Amendment.

This Amendment to the Contract shall become effective only after satisfaction of each of the following conditions:

- (a) Approval in writing of this Amendment by the Administrator;
- (b) Acceptance or approval in writing of this Amendment by the Kentucky Public Service Commission; and
- (c) The occurrence of the "Closing" as defined in the Transaction Termination Agreement dated as of March 26, 2007 among the Seller, LG&E Energy Marketing Inc. and Western Kentucky Energy Corp.

SECTION 4. Contract to Remain in Full Force and Effect.

Except as expressly herein amended, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Seller and Member have caused this Amendment to be signed in their respective corporate names and their respective seals to be hereto affixed and attested by their duly authorized officers, all as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: C. William Blackburn

C. William Blackburn
Senior VP Financial & Energy Services & CFO

ATTEST:

JACKSON PURCHASE ENERGY
CORPORATION

By: _____

ATTEST:

SECTION 4. Contract to Remain in Full Force and Effect.

Except as expressly herein amended, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Seller and Member have caused this Amendment to be signed in their respective corporate names and their respective seals to be hereto affixed and attested by their duly authorized officers, all as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

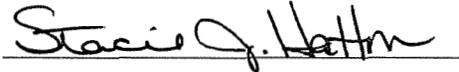
By: _____

ATTEST:

JACKSON PURCHASE ENERGY CORPORATION

By: 

ATTEST:



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AUG 03 2009

PUBLIC SERVICE
COMMISSION

U.S. DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE

RUS BORROWER DESIGNATION Kentucky 18 Meade
Kentucky 62 Big Rivers

THE WITHIN Amendment No. 3 dated as of July 6, 2009 to Wholesale Power Contract
dated June 11, 1962 between Big Rivers Electric Corporation and
Meade County Rural Electric Cooperative Corporation

SUBMITTED BY THE ABOVE DESIGNATED BORROWER PURSUANT TO THE
TERMS OF THE LOAN CONTRACT, IS HEREBY APPROVED SOLELY FOR THE
PURPOSES OF SUCH CONTRACT.



FOR THE ADMINISTRATOR

DATED

JUL 16 2009

EXCERPT FROM MINUTES DATED OCTOBER 29, 2007

**MOTION APPROVING RESOLUTION CONCERNING POWER CONTRACT
WITH BIG RIVERS ELECTRIC CORPORATION**

After a special report by Jack Gaines concerning Big Rivers' unwind transaction, the Board passed the resolution, attached as a part of these minutes, on a motion made by Robert Rhodes and a second by Paul Edd Butler.

CERTIFICATION OF SECRETARY

I, Melanie Raley certify that I am Assistant Secretary of the Meade County Rural Electric Cooperative Corporation Board of Directors and that the above and foregoing is a true excerpt from the minutes of a regular board meeting of the Board of Directors of Meade County Rural Electric Cooperative Corporation held on the twentieth ninth day of October, 2007 at which meeting a quorum was present and that the above portion of the minutes has not been modified nor rescinded.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of Meade County Rural Electric Cooperative Corporation this second day of July 2009.


Melanie S. Raley, Assistant Secretary

NO = 1

**MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION
RESOLUTIONS OF THE BOARD OF DIRECTORS**

WHEREAS, Meade County Rural Electric Cooperative Corporation ("Meade County") and Big Rivers Electric Corporation, a Kentucky rural electric cooperative corporation, ("Big Rivers") entered into a Wholesale Power Contract, dated June 11, 1962, providing for the furnishing of electric service by Big Rivers to Meade County, as supplemented and amended by a Supplemental Agreement dated as of June 8, 1962, an Amendment to Wholesale Power Contract, made as of December 15, 1975, and Amendment 2 to Wholesale Power Contract, made as of May 9, 1980 (such June 11, 1962 Wholesale Power Contract, as supplemented and amended, the "Contract");

WHEREAS, Meade County and Big Rivers have concluded that it is mutually advantageous to amend the Contract to extend its term and to add certain provisions limiting the ability of Meade County to reorganize, consolidate, merge or sell all or a substantial portion of its assets; and

WHEREAS, in connection with the amendment of the Contract, it is proposed that Meade County enter into Amendment No. 3 to Wholesale Power Contract, substantially in the form attached hereto as Exhibit A (the "Amendment").

NOW, THEREFORE, it is hereby resolved by the Board of Directors of Meade County that:

RESOLVED, that the President of Meade County (the "President") be, and hereby is, authorized and directed to execute and deliver on behalf of Meade County Amendment No. 3 to Wholesale Power Contract, with such amendments or modifications to the form attached to these minutes as Exhibit A as the President deems necessary or desirable, such approval to be conclusively evidenced by the execution thereof, and the President is hereby authorized and directed to execute and deliver Amendment No. 3 to Wholesale Power Contract and to cause Meade County to perform, or cause to be performed all of its obligations under Amendment No. 3 to Wholesale Power Contract;

RESOLVED FURTHER, that the President be, and hereby is, authorized and directed to take such actions as are necessary, desirable or appropriate in order to obtain, or cause Meade County to obtain, from any and all persons, any and all consents or approvals as are necessary or desirable in connection with the execution of Amendment No. 3 to Wholesale Power Contract;

RESOLVED FURTHER, that all actions previously taken by the President in connection with, or in preparation for, the execution and delivery of Amendment No. 3 to Wholesale Power Contract are hereby ratified, confirmed and approved in all respects; and

RESOLVED FURTHER, that the President be, and hereby is, authorized to negotiate, execute and deliver or accept such documents, to attest to and affix the seal of Meade County thereto, if necessary, and to take any and all further action as may be required on the part of Meade County or deemed necessary or desirable by the President to carry out, give effect to and

consummate the execution and delivery of Amendment No. 3 to Wholesale Power Contract and the purposes and intent of the foregoing resolutions.

AMENDMENT NO. 3

dated as of July 6, 2009

to

WHOLESALE POWER CONTRACT

dated June 11, 1962

between

BIG RIVERS ELECTRIC CORPORATION

and

MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION

AMENDMENT NO. 3 TO WHOLESALE POWER CONTRACT

AMENDMENT No. 3, dated as of July 6, 2009, (this "Amendment") to WHOLESALE POWER CONTRACT, between Big Rivers Electric Corporation, a Kentucky rural electric cooperative corporation, ("Seller") and MEADE COUNTY RURAL ELECTRIC COOPERATIVE CORPORATION ("Member"), a Kentucky rural electric cooperative corporation.

WHEREAS, Seller and Member entered into a Wholesale Power Contract, dated June 11, 1962 to provide for the furnishing of electric service by Seller to Member, as supplemented and amended by a Supplemental Agreement dated as of June 8, 1962, an Amendment to Wholesale Power Contract, made as of December 15, 1975, and Amendment 2 to Wholesale Power Contract, made as of May 9, 1980 (such June 11, 1962 Wholesale Power Contract, as heretofore supplemented and amended, the "Contract").

WHEREAS, the Seller and the Member now deem it mutually advantageous to amend the Contract to extend its term and to add certain provisions limiting the ability of the Member to reorganize, consolidate, merge or sell all or a substantial portion of its assets.

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein contracted, the Seller and the Member agree as follows:

SECTION 1. Amendment of Term.

Section 10 of the Contract is hereby amended in its entirety to read as follows:

"TERM. This Agreement remain in effect until December 31, 2043, and thereafter until terminated by either party's giving to the other not less than six months' written notice of its intention to terminate."

SECTION 2. Consolidations, Mergers, Sales of Assets by Member.

The Contract is amended by adding a new Section 11 reading in its entirety as follows:

"11. CONSOLIDATION, MERGER, SALE OF ASSETS.

(a) The Member agrees that, for so long as any of the notes or other obligations of the Seller incurred by the Seller in connection with the Seller's agreement to sell and deliver electric power and energy to its members (the "Seller's Obligations") are outstanding, the Member will not, without the approval in writing of the Seller and the Administrator, take or suffer to be taken any steps for reorganization or dissolution or to consolidate with or merge into any corporation, or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets,

whether now owned or hereafter acquired. The Seller will not unreasonably withhold or condition its consent to any such reorganization, dissolution, consolidation, or merger, or to any such sale, lease or transfer (or any agreement therefore) of assets. The Seller will not withhold or condition its consent except in cases where to do otherwise would result in rate increases for the other members of the Seller or impair the ability of the Seller to repay the Seller's obligations in accordance with their terms, or adversely affect system performance in a material way.

(b) Notwithstanding paragraph (a) of this Section 11, the Member may take or suffer to be taken any steps for reorganization or dissolution or to consolidate with or merge into any corporation or to sell, lease or transfer (or make any agreement therefore) all or a substantial portion of its assets, whether now owned or hereafter acquired, without the Seller's consent, so long as the Member shall pay such portion of the outstanding indebtedness on the Seller's Obligations as shall be reasonably determined by the Seller with the prior written consent of the Administrator and shall otherwise comply with such reasonable terms and conditions as the Administrator and Seller may require, either:

(1) to eliminate any adverse effect that such action seems likely to have on the rates of the other members of the Seller; or

(2) to assure that the Seller's ability to repay the Seller's Obligations in accordance with their terms is not impaired.

(c) The Administrator may require, among other things, that any payment owed under clause (b)(2) of this Section 11 that represents a portion of the Seller's Obligations shall be paid by the Member in the manner necessary to accomplish a defeasance of those Obligations in accordance with the loan or security documents relating thereto, or be paid directly to the holders of the Seller's Obligations for application by them as prepayments in accordance with the provisions of such documents, or be paid to the Seller and held and invested in a manner satisfactory to the Administrator."

SECTION 3. Conditions to Effectiveness of this Amendment.

This Amendment to the Contract shall become effective only after satisfaction of each of the following conditions:

(a) Approval in writing of this Amendment by the Administrator;

(b) Acceptance or approval in writing of this Amendment by the Kentucky Public Service Commission; and

(c) The occurrence of the "Closing" as defined in the Transaction Termination Agreement dated as of March 26, 2007 among the Seller, LG&E Energy Marketing Inc. and Western Kentucky Energy Corp.

SECTION 4. Contract to Remain in Full Force and Effect.

Except as expressly herein amended, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, Seller and Member have caused this Amendment to be signed in their respective corporate names and their respective seals to be hereto affixed and attested by their duly authorized officers, all as of the day and year first above written.

BIG RIVERS ELECTRIC CORPORATION

By: Mark A. T. Bailey

ATTEST:

MEADE COUNTY RURAL ELECTRIC
COOPERATIVE CORPORATION

By: Burns E. Mene

ATTEST:

Melanie Bailey