

**ORIGINAL**

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PUBLIC SERVICE  
COMMISSION



Your Touchstone Energy® Cooperative 

**COMMONWEALTH OF KENTUCKY**

**BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY**

**In the Matter of:**

**APPLICATION OF BIG RIVERS )  
ELECTRIC CORPORATION FOR A ) Case No. 2013-00199  
GENERAL ADJUSTMENT IN RATES )**

**Response to Commission Staff's  
Initial Request for Information  
dated June 10, 2013**

**VOLUME 2 of 2**

**FILED: July 12, 2013**

**ORIGINAL**

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 31)** *List separately the budgeted and actual numbers of full- and part-time*  
2 *employees by employee group, by month and by year, for the (three) most recent*  
3 *calendar years, the base period, and the forecasted test period.*

4

5 **Response)** Schedules are attached showing the numbers of employees by month and  
6 by year – actual numbers for the calendar years 2010, 2011, and 2012, and the first nine  
7 months of the 12-month base period ending September 30, 2013; and budgeted numbers  
8 for the calendar years 2010, 2011, and 2012, the 12-month base period ending September  
9 30, 2013, and the 12-month forecasted test period ending January 31, 2015.

10

11 **Witness)** James V. Haner

12



**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Attachment to Response for PSC 1-31**  
**Actual Employee Count by Employee Group**

**For the Forecasted Test Period Ending January 31, 2015**

| Employee Group       | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Bargaining-Full-Time | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Salaried-Full-Time   | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |
| Salaried-Temporary   | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a | n/a |

**For the Base Period Ending September 30, 2013**

| Employee Group       | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Bargaining-Full-Time | 354 | 357 | 355 | 353 | 352 | 350 | 350 | 346 | 345 | n/a | n/a | n/a |
| Salaried-Full-Time   | 249 | 249 | 248 | 245 | 242 | 238 | 238 | 238 | 238 | n/a | n/a | n/a |
| Salaried-Temporary   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | n/a | n/a | n/a |

**For the Calendar Year Ending December 31, 2012**

| Employee Group       | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Bargaining-Full-Time | 362 | 360 | 359 | 359 | 361 | 361 | 357 | 356 | 355 | 354 | 357 | 355 |
| Salaried-Full-Time   | 249 | 248 | 248 | 252 | 253 | 254 | 253 | 252 | 250 | 249 | 249 | 248 |
| Salaried-Temporary   | 1   | 1   | 1   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**For the Calendar Year Ending December 31, 2011**

| Employee Group       | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Bargaining-Full-Time | 356 | 354 | 353 | 354 | 353 | 358 | 358 | 359 | 362 | 360 | 360 | 362 |
| Salaried-Full-Time   | 250 | 247 | 251 | 249 | 251 | 250 | 245 | 247 | 248 | 249 | 253 | 253 |
| Salaried-Temporary   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   |

**For the Calendar Year Ending December 31, 2010**

| Employee Group       | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Bargaining-Full-Time | 348 | 348 | 348 | 348 | 351 | 365 | 362 | 364 | 365 | 364 | 358 | 357 |
| Salaried-Full-Time   | 250 | 250 | 249 | 249 | 249 | 251 | 252 | 249 | 249 | 247 | 248 | 249 |
| Salaried-Temporary   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Attachment to Response for PSC 1-31**  
**Budgeted Employee Count by Employee Group**

**For the Forecasted Test Period Ending January 31, 2015**

| Employee Group       | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Bargaining-Full-Time | 302 | 302 | 302 | 234 | 234 | 234 | 234 | 234 | 234 | 234 | 234 | 234 |
| Salaried-Full-Time   | 224 | 224 | 224 | 197 | 197 | 197 | 197 | 197 | 197 | 197 | 197 | 197 |
| Salaried-Temporary   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**For the Base Period Ending September 30, 2013**

| Employee Group       | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Bargaining-Full-Time | 365 | 365 | 365 | 358 | 358 | 358 | 358 | 358 | 358 | 358 | 358 | 358 |
| Salaried-Full-Time   | 256 | 256 | 256 | 253 | 253 | 253 | 253 | 253 | 253 | 253 | 253 | 253 |
| Salaried-Temporary   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**For the Calendar Year Ending December 31, 2012**

| Employee Group       | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Bargaining-Full-Time | 365 | 365 | 365 | 365 | 365 | 365 | 365 | 365 | 365 | 365 | 365 | 365 |
| Salaried-Full-Time   | 257 | 256 | 256 | 256 | 256 | 256 | 256 | 256 | 256 | 256 | 256 | 256 |
| Salaried-Temporary   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**For the Calendar Year Ending December 31, 2011**

| Employee Group       | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Bargaining-Full-Time | 365 | 365 | 365 | 365 | 365 | 365 | 365 | 365 | 365 | 365 | 365 | 365 |
| Salaried-Full-Time   | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 255 | 255 |
| Salaried-Temporary   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**For the Calendar Year Ending December 31, 2010**

| Employee Group       | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Bargaining-Full-Time | 357 | 359 | 359 | 359 | 359 | 359 | 359 | 359 | 359 | 359 | 359 | 359 |
| Salaried-Full-Time   | 263 | 263 | 263 | 264 | 264 | 264 | 266 | 267 | 267 | 267 | 268 | 268 |
| Salaried-Temporary   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 32)** *Provide the information requested in Schedule 9 for budgeted and actual*  
2 *regular wages, overtime wages, and total wages by employee group, by month, for the*  
3 *five most recent calendar years. Explain in detail any variance exceeding 5 percent in*  
4 *any one month.*

5

6 **Response)** The information requested in Schedule 9 is provided for 2011 and 2012 in  
7 the attachment to this response. Big Rivers does not have the information requested for  
8 years prior to and including 2010. Monthly variances exceeding 5% can be attributed to  
9 open positions, unplanned outages, and the shifting of planned outages. On an annual  
10 basis, Big Rivers was within a 5% variance when comparing actual to budget labor costs  
11 for 2011 and 2012.

12

13 **Witness)** **James V. Haner**

14

**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-32  
Monthly Payroll Variance Analysis\*  
2011-2012**

Type of Filing: Original -  X  
Workpaper Reference No(s).

| Date   | Employee Group      | Monthly Budget |            |              | Monthly Actual |            |              |
|--------|---------------------|----------------|------------|--------------|----------------|------------|--------------|
|        |                     | Regular        | OT         | Total        | Regular        | OT         | Total        |
| Jan-11 | Bargaining Unit     | \$ 1,758,346   | \$ 332,941 | \$ 2,091,287 | \$ 1,831,982   | \$ 458,604 | \$ 2,290,587 |
| Jan-11 | Non-Bargaining Unit | \$ 1,683,838   | \$ 63,529  | \$ 1,747,367 | \$ 1,904,020   | \$ 100,026 | \$ 2,004,046 |
|        |                     | \$ 3,442,184   | \$ 396,470 | \$ 3,838,654 | \$ 3,736,002   | \$ 558,631 | \$ 4,294,632 |
| Feb-11 | Bargaining Unit     | \$ 1,684,569   | \$ 323,830 | \$ 2,008,399 | \$ 1,600,270   | \$ 217,830 | \$ 1,818,100 |
| Feb-11 | Non-Bargaining Unit | \$ 1,613,187   | \$ 58,797  | \$ 1,671,984 | \$ 1,529,381   | \$ 71,275  | \$ 1,600,656 |
|        |                     | \$ 3,297,756   | \$ 382,627 | \$ 3,680,383 | \$ 3,129,651   | \$ 289,105 | \$ 3,418,756 |
| Mar-11 | Bargaining Unit     | \$ 1,918,196   | \$ 444,179 | \$ 2,362,375 | \$ 1,906,709   | \$ 462,846 | \$ 2,369,555 |
| Mar-11 | Non-Bargaining Unit | \$ 1,836,914   | \$ 72,632  | \$ 1,909,546 | \$ 1,956,132   | \$ 105,722 | \$ 2,061,854 |
|        |                     | \$ 3,755,110   | \$ 516,811 | \$ 4,271,921 | \$ 3,862,841   | \$ 568,568 | \$ 4,431,409 |
| Apr-11 | Bargaining Unit     | \$ 1,832,123   | \$ 416,065 | \$ 2,248,188 | \$ 1,702,286   | \$ 462,935 | \$ 2,165,221 |
| Apr-11 | Non-Bargaining Unit | \$ 1,754,758   | \$ 85,923  | \$ 1,840,681 | \$ 1,736,231   | \$ 98,642  | \$ 1,834,874 |
|        |                     | \$ 3,586,881   | \$ 501,988 | \$ 4,088,869 | \$ 3,438,517   | \$ 561,578 | \$ 4,000,095 |

**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-32  
Monthly Payroll Variance Analysis\*  
2011-2012**

Type of Filing: Original -   X    
Workpaper Reference No(s).

| Date   | Employee Group      | Monthly Budget |            |              | Monthly Actual |            |              |
|--------|---------------------|----------------|------------|--------------|----------------|------------|--------------|
|        |                     | Regular        | OT         | Total        | Regular        | OT         | Total        |
| May-11 | Bargaining Unit     | \$ 1,918,196   | \$ 347,459 | \$ 2,265,655 | \$ 1,640,880   | \$ 385,875 | \$ 2,026,755 |
| May-11 | Non-Bargaining Unit | \$ 1,837,196   | \$ 65,457  | \$ 1,902,653 | \$ 1,732,631   | \$ 48,155  | \$ 1,780,786 |
|        |                     | \$ 3,755,392   | \$ 412,916 | \$ 4,168,308 | \$ 3,373,512   | \$ 434,030 | \$ 3,807,542 |
| Jun-11 | Bargaining Unit     | \$ 1,746,050   | \$ 404,764 | \$ 2,150,814 | \$ 2,090,665   | \$ 379,924 | \$ 2,470,589 |
| Jun-11 | Non-Bargaining Unit | \$ 1,672,319   | \$ 82,331  | \$ 1,754,650 | \$ 1,843,103   | \$ 62,791  | \$ 1,905,894 |
|        |                     | \$ 3,418,369   | \$ 487,095 | \$ 3,905,464 | \$ 3,933,768   | \$ 442,715 | \$ 4,376,483 |
| Jul-11 | Bargaining Unit     | \$ 1,746,050   | \$ 338,310 | \$ 2,084,360 | \$ 1,623,477   | \$ 429,446 | \$ 2,052,923 |
| Jul-11 | Non-Bargaining Unit | \$ 1,672,405   | \$ 63,703  | \$ 1,736,108 | \$ 1,601,844   | \$ 74,209  | \$ 1,676,053 |
|        |                     | \$ 3,418,455   | \$ 402,013 | \$ 3,820,468 | \$ 3,225,321   | \$ 503,655 | \$ 3,728,976 |
| Aug-11 | Bargaining Unit     | \$ 1,746,050   | \$ 338,310 | \$ 2,084,360 | \$ 1,941,646   | \$ 316,838 | \$ 2,258,484 |
| Aug-11 | Non-Bargaining Unit | \$ 1,672,405   | \$ 61,257  | \$ 1,733,662 | \$ 1,938,343   | \$ 67,120  | \$ 2,005,463 |
|        |                     | \$ 3,418,455   | \$ 399,567 | \$ 3,818,022 | \$ 3,879,989   | \$ 383,959 | \$ 4,263,948 |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**

**Attachment to Response for PSC 1-32**  
**Monthly Payroll Variance Analysis\***  
**2011-2012**

**Type of Filing: Original -   X**  
**Workpaper Reference No(s).**

| <b>Date</b>   | <b>Employee Group</b> | <b>Monthly Budget</b> |            |              | <b>Monthly Actual</b> |            |              |
|---------------|-----------------------|-----------------------|------------|--------------|-----------------------|------------|--------------|
|               |                       | <b>Regular</b>        | <b>OT</b>  | <b>Total</b> | <b>Regular</b>        | <b>OT</b>  | <b>Total</b> |
| <b>Sep-11</b> | Bargaining Unit       | \$ 1,886,675          | \$ 356,939 | \$ 2,243,614 | \$ 1,845,706          | \$ 435,838 | \$ 2,281,545 |
| <b>Sep-11</b> | Non-Bargaining Unit   | \$ 1,754,848          | \$ 66,075  | \$ 1,820,923 | \$ 1,747,821          | \$ 70,237  | \$ 1,818,058 |
|               |                       | \$ 3,641,523          | \$ 423,014 | \$ 4,064,537 | \$ 3,593,527          | \$ 506,076 | \$ 4,099,603 |
| <b>Oct-11</b> | Bargaining Unit       | \$ 1,979,503          | \$ 493,039 | \$ 2,472,542 | \$ 1,788,205          | \$ 518,863 | \$ 2,307,069 |
| <b>Oct-11</b> | Non-Bargaining Unit   | \$ 1,837,290          | \$ 88,847  | \$ 1,926,137 | \$ 1,669,279          | \$ 96,070  | \$ 1,765,348 |
|               |                       | \$ 3,816,793          | \$ 581,886 | \$ 4,398,679 | \$ 3,457,484          | \$ 614,933 | \$ 4,072,417 |
| <b>Nov-11</b> | Bargaining Unit       | \$ 1,890,679          | \$ 461,960 | \$ 2,352,639 | \$ 1,744,780          | \$ 667,184 | \$ 2,411,964 |
| <b>Nov-11</b> | Non-Bargaining Unit   | \$ 1,754,848          | \$ 79,310  | \$ 1,834,158 | \$ 1,862,781          | \$ 99,619  | \$ 1,962,400 |
|               |                       | \$ 3,645,527          | \$ 541,270 | \$ 4,186,797 | \$ 3,607,561          | \$ 766,803 | \$ 4,374,364 |
| <b>Dec-11</b> | Bargaining Unit       | \$ 1,801,855          | \$ 360,046 | \$ 2,161,901 | \$ 1,594,609          | \$ 515,849 | \$ 2,110,458 |
| <b>Dec-11</b> | Non-Bargaining Unit   | \$ 1,672,405          | \$ 66,178  | \$ 1,738,583 | \$ 1,523,083          | \$ 63,574  | \$ 1,586,657 |
|               |                       | \$ 3,474,260          | \$ 426,224 | \$ 3,900,484 | \$ 3,117,692          | \$ 579,423 | \$ 3,697,115 |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**

**Attachment to Response for PSC 1-32**  
**Monthly Payroll Variance Analysis\***  
**2011-2012**

Type of Filing: Original -   X    
 Workpaper Reference No(s).

| Date   | Employee Group      | Monthly Budget |              |               | Monthly Actual |              |               |
|--------|---------------------|----------------|--------------|---------------|----------------|--------------|---------------|
|        |                     | Regular        | OT           | Total         | Regular        | OT           | Total         |
| YTD-11 | Bargaining Unit     | \$ 21,908,292  | \$ 4,617,842 | \$ 26,526,134 | \$ 21,311,215  | \$ 5,252,033 | \$ 26,563,249 |
| YTD-11 | Non-Bargaining Unit | \$ 20,762,413  | \$ 854,039   | \$ 21,616,452 | \$ 21,044,649  | \$ 957,442   | \$ 22,002,091 |
|        |                     | \$ 42,670,705  | \$ 5,471,881 | \$ 48,142,586 | \$ 42,355,864  | \$ 6,209,475 | \$ 48,565,339 |
| Jan-12 | Bargaining Unit     | \$ 1,915,825   | \$ 388,657   | \$ 2,304,482  | \$ 1,846,580   | \$ 347,741   | \$ 2,194,321  |
| Jan-12 | Non-Bargaining Unit | \$ 1,855,399   | \$ 80,024    | \$ 1,935,423  | \$ 1,884,024   | \$ 54,313    | \$ 1,938,336  |
|        |                     | \$ 3,771,224   | \$ 468,681   | \$ 4,239,905  | \$ 3,730,604   | \$ 402,054   | \$ 4,132,657  |
| Feb-12 | Bargaining Unit     | \$ 1,954,142   | \$ 410,986   | \$ 2,365,128  | \$ 1,834,491   | \$ 361,138   | \$ 2,195,629  |
| Feb-12 | Non-Bargaining Unit | \$ 1,885,948   | \$ 90,723    | \$ 1,976,671  | \$ 1,847,009   | \$ 71,866    | \$ 1,918,875  |
|        |                     | \$ 3,840,090   | \$ 501,709   | \$ 4,341,799  | \$ 3,681,500   | \$ 433,004   | \$ 4,114,504  |
| Mar-12 | Bargaining Unit     | \$ 2,018,003   | \$ 592,796   | \$ 2,610,799  | \$ 1,951,066   | \$ 572,449   | \$ 2,523,515  |
| Mar-12 | Non-Bargaining Unit | \$ 1,947,580   | \$ 124,497   | \$ 2,072,077  | \$ 1,908,077   | \$ 114,141   | \$ 2,022,219  |
|        |                     | \$ 3,965,583   | \$ 717,293   | \$ 4,682,876  | \$ 3,859,144   | \$ 686,590   | \$ 4,545,734  |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**

**Attachment to Response for PSC 1-32**  
**Monthly Payroll Variance Analysis\***  
**2011-2012**

Type of Filing: Original -   X    
 Workpaper Reference No(s).

| Date   | Employee Group      | Monthly Budget |            |              | Monthly Actual |            |              |
|--------|---------------------|----------------|------------|--------------|----------------|------------|--------------|
|        |                     | Regular        | OT         | Total        | Regular        | OT         | Total        |
| Apr-12 | Bargaining Unit     | \$ 1,788,104   | \$ 499,036 | \$ 2,287,140 | \$ 1,810,565   | \$ 481,154 | \$ 2,291,719 |
| Apr-12 | Non-Bargaining Unit | \$ 1,725,704   | \$ 110,432 | \$ 1,836,136 | \$ 1,758,371   | \$ 86,437  | \$ 1,844,808 |
|        |                     | \$ 3,513,808   | \$ 609,468 | \$ 4,123,276 | \$ 3,568,936   | \$ 567,591 | \$ 4,136,527 |
| May-12 | Bargaining Unit     | \$ 1,979,686   | \$ 562,331 | \$ 2,542,017 | \$ 1,817,699   | \$ 383,625 | \$ 2,201,324 |
| May-12 | Non-Bargaining Unit | \$ 1,910,601   | \$ 110,938 | \$ 2,021,539 | \$ 1,815,618   | \$ 48,848  | \$ 1,864,467 |
|        |                     | \$ 3,890,287   | \$ 673,269 | \$ 4,563,556 | \$ 3,633,317   | \$ 432,474 | \$ 4,065,791 |
| Jun-12 | Bargaining Unit     | \$ 1,813,648   | \$ 418,175 | \$ 2,231,823 | \$ 1,807,060   | \$ 296,282 | \$ 2,103,342 |
| Jun-12 | Non-Bargaining Unit | \$ 1,750,357   | \$ 96,335  | \$ 1,846,692 | \$ 1,750,717   | \$ 54,373  | \$ 1,805,090 |
|        |                     | \$ 3,564,005   | \$ 514,510 | \$ 4,078,515 | \$ 3,557,777   | \$ 350,655 | \$ 3,908,432 |
| Jul-12 | Bargaining Unit     | \$ 1,813,648   | \$ 356,058 | \$ 2,169,706 | \$ 1,761,762   | \$ 438,740 | \$ 2,200,502 |
| Jul-12 | Non-Bargaining Unit | \$ 1,750,357   | \$ 75,358  | \$ 1,825,715 | \$ 1,717,931   | \$ 68,669  | \$ 1,786,599 |
|        |                     | \$ 3,564,005   | \$ 431,416 | \$ 3,995,421 | \$ 3,479,693   | \$ 507,409 | \$ 3,987,102 |



**Big Rivers Electric Corporation**  
**Case No. 2013-00199**

**Attachment to Response for PSC 1-32**  
**Monthly Payroll Variance Analysis\***  
**2011-2012**

Type of Filing: Original -        
 Workpaper Reference No(s).

| Date   | Employee Group      | Monthly Budget |            |              | Monthly Actual |            |              |
|--------|---------------------|----------------|------------|--------------|----------------|------------|--------------|
|        |                     | Regular        | OT         | Total        | Regular        | OT         | Total        |
| Aug-12 | Bargaining Unit     | \$ 2,120,180   | \$ 416,237 | \$ 2,536,417 | \$ 1,952,466   | \$ 373,727 | \$ 2,326,192 |
| Aug-12 | Non-Bargaining Unit | \$ 2,046,192   | \$ 88,094  | \$ 2,134,286 | \$ 1,945,440   | \$ 80,756  | \$ 2,026,196 |
|        |                     | \$ 4,166,372   | \$ 504,331 | \$ 4,670,703 | \$ 3,897,905   | \$ 454,483 | \$ 4,352,388 |
| Sep-12 | Bargaining Unit     | \$ 1,710,095   | \$ 392,897 | \$ 2,102,992 | \$ 1,742,052   | \$ 402,813 | \$ 2,144,865 |
| Sep-12 | Non-Bargaining Unit | \$ 1,616,356   | \$ 89,677  | \$ 1,706,033 | \$ 1,687,602   | \$ 61,462  | \$ 1,749,063 |
|        |                     | \$ 3,326,451   | \$ 482,574 | \$ 3,809,025 | \$ 3,429,654   | \$ 464,274 | \$ 3,893,928 |
| Oct-12 | Bargaining Unit     | \$ 2,143,815   | \$ 484,507 | \$ 2,628,322 | \$ 1,939,529   | \$ 453,057 | \$ 2,392,586 |
| Oct-12 | Non-Bargaining Unit | \$ 2,023,530   | \$ 115,443 | \$ 2,138,973 | \$ 1,885,984   | \$ 89,071  | \$ 1,975,055 |
|        |                     | \$ 4,167,345   | \$ 599,950 | \$ 4,767,295 | \$ 3,825,512   | \$ 542,128 | \$ 4,367,640 |
| Nov-12 | Bargaining Unit     | \$ 1,843,158   | \$ 426,697 | \$ 2,269,855 | \$ 1,594,400   | \$ 556,301 | \$ 2,150,701 |
| Nov-12 | Non-Bargaining Unit | \$ 1,739,742   | \$ 96,641  | \$ 1,836,383 | \$ 1,701,531   | \$ 58,404  | \$ 1,759,935 |
|        |                     | \$ 3,582,900   | \$ 523,338 | \$ 4,106,238 | \$ 3,295,931   | \$ 614,705 | \$ 3,910,636 |

**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-32  
Monthly Payroll Variance Analysis\*  
2011-2012**

Type of Filing: Original -   X    
Workpaper Reference No(s).

| Date   | Employee Group      | Monthly Budget |              |               | Monthly Actual |              |               |
|--------|---------------------|----------------|--------------|---------------|----------------|--------------|---------------|
|        |                     | Regular        | OT           | Total         | Regular        | OT           | Total         |
| Dec-12 | Bargaining Unit     | \$ 1,686,294   | \$ 357,119   | \$ 2,043,413  | \$ 1,557,751   | \$ 579,114   | \$ 2,136,865  |
| Dec-12 | Non-Bargaining Unit | \$ 1,591,679   | \$ 68,586    | \$ 1,660,265  | \$ 1,484,533   | \$ 62,845    | \$ 1,547,377  |
|        |                     | \$ 3,277,973   | \$ 425,705   | \$ 3,703,678  | \$ 3,042,284   | \$ 641,959   | \$ 3,684,243  |
| YTD-12 | Bargaining Unit     | \$ 22,786,598  | \$ 5,305,496 | \$ 28,092,094 | \$ 21,615,422  | \$ 5,246,142 | \$ 26,861,563 |
| YTD-12 | Non-Bargaining Unit | \$ 21,843,445  | \$ 1,146,748 | \$ 22,990,193 | \$ 21,386,836  | \$ 851,184   | \$ 22,238,020 |
|        |                     | \$ 44,630,043  | \$ 6,452,244 | \$ 51,082,287 | \$ 43,002,258  | \$ 6,097,326 | \$ 49,099,583 |

*\*Total Wages including paid time off,  
excludes bonuses*

**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-32  
Monthly Payroll Variance Analysis\*  
2011-2012**

**Type of Filing: Original -  X**   
**Workpaper Reference No(s).**

**Schedule 9**

| <b>Date</b>   | <b>Employee Group</b> | <b>Variance Percent</b> |           |              |
|---------------|-----------------------|-------------------------|-----------|--------------|
|               |                       | <b>Regular</b>          | <b>OT</b> | <b>Total</b> |
| <b>Jan-11</b> | Bargaining Unit       | 4%                      | 38%       | 10%          |
| <b>Jan-11</b> | Non-Bargaining Unit   | 13%                     | 57%       | 15%          |
|               |                       | 9%                      | 41%       | 12%          |
| <b>Feb-11</b> | Bargaining Unit       | -5%                     | -33%      | -9%          |
| <b>Feb-11</b> | Non-Bargaining Unit   | -5%                     | 21%       | -4%          |
|               |                       | -5%                     | -24%      | -7%          |
| <b>Mar-11</b> | Bargaining Unit       | -1%                     | 4%        | 0%           |
| <b>Mar-11</b> | Non-Bargaining Unit   | 6%                      | 46%       | 8%           |
|               |                       | 3%                      | 10%       | 4%           |
| <b>Apr-11</b> | Bargaining Unit       | -7%                     | 11%       | -4%          |
| <b>Apr-11</b> | Non-Bargaining Unit   | -1%                     | 15%       | 0%           |
|               |                       | -4%                     | 12%       | -2%          |

**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-32  
Monthly Payroll Variance Analysis\*  
2011-2012**

Type of Filing: Original -   X    
Workpaper Reference No(s).

**Schedule 9**

| Date   | Employee Group      | Variance Percent |      |       |
|--------|---------------------|------------------|------|-------|
|        |                     | Regular          | OT   | Total |
| May-11 | Bargaining Unit     | -14%             | 11%  | -11%  |
| May-11 | Non-Bargaining Unit | -6%              | -26% | -6%   |
|        |                     | -10%             | 5%   | -9%   |
| Jun-11 | Bargaining Unit     | 20%              | -6%  | 15%   |
| Jun-11 | Non-Bargaining Unit | 10%              | -24% | 9%    |
|        |                     | 15%              | -9%  | 12%   |
| Jul-11 | Bargaining Unit     | -7%              | 27%  | -2%   |
| Jul-11 | Non-Bargaining Unit | -4%              | 16%  | -3%   |
|        |                     | -6%              | 25%  | -2%   |
| Aug-11 | Bargaining Unit     | 11%              | -6%  | 8%    |
| Aug-11 | Non-Bargaining Unit | 16%              | 10%  | 16%   |
|        |                     | 14%              | -4%  | 12%   |

**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-32  
Monthly Payroll Variance Analysis\*  
2011-2012**

**Type of Filing: Original -  X**   
**Workpaper Reference No(s).**

**Schedule 9**

| Date   | Employee Group      | Variance Percent |     |       |
|--------|---------------------|------------------|-----|-------|
|        |                     | Regular          | OT  | Total |
| Sep-11 | Bargaining Unit     | -2%              | 22% | 2%    |
| Sep-11 | Non-Bargaining Unit | 0%               | 6%  | 0%    |
|        |                     | -1%              | 20% | 1%    |
| Oct-11 | Bargaining Unit     | -10%             | 5%  | -7%   |
| Oct-11 | Non-Bargaining Unit | -9%              | 8%  | -8%   |
|        |                     | -9%              | 6%  | -7%   |
| Nov-11 | Bargaining Unit     | -8%              | 44% | 3%    |
| Nov-11 | Non-Bargaining Unit | 6%               | 26% | 7%    |
|        |                     | -1%              | 42% | 4%    |
| Dec-11 | Bargaining Unit     | -12%             | 43% | -2%   |
| Dec-11 | Non-Bargaining Unit | -9%              | -4% | -9%   |
|        |                     | -10%             | 36% | -5%   |

**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-32  
Monthly Payroll Variance Analysis\*  
2011-2012**

Type of Filing: Original -  X  
Workpaper Reference No(s).

**Schedule 9**

| Date   | Employee Group      | Variance Percent |      |       |
|--------|---------------------|------------------|------|-------|
|        |                     | Regular          | OT   | Total |
| YTD-11 | Bargaining Unit     | -3%              | 14%  | 0%    |
| YTD-11 | Non-Bargaining Unit | 1%               | 12%  | 2%    |
|        |                     | -1%              | 13%  | 1%    |
| Jan-12 | Bargaining Unit     | -4%              | -11% | -5%   |
| Jan-12 | Non-Bargaining Unit | 2%               | -32% | 0%    |
|        |                     | -1%              | -14% | -3%   |
| Feb-12 | Bargaining Unit     | -6%              | -12% | -7%   |
| Feb-12 | Non-Bargaining Unit | -2%              | -21% | -3%   |
|        |                     | -4%              | -14% | -5%   |
| Mar-12 | Bargaining Unit     | -3%              | -3%  | -3%   |
| Mar-12 | Non-Bargaining Unit | -2%              | -8%  | -2%   |
|        |                     | -3%              | -4%  | -3%   |

**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-32  
Monthly Payroll Variance Analysis\*  
2011-2012**

**Type of Filing: Original -  X   
Workpaper Reference No(s).**

**Schedule 9**

| <b>Date</b>   | <b>Employee Group</b> | <b>Variance Percent</b> |           |              |
|---------------|-----------------------|-------------------------|-----------|--------------|
|               |                       | <b>Regular</b>          | <b>OT</b> | <b>Total</b> |
| <b>Apr-12</b> | Bargaining Unit       | 1%                      | -4%       | 0%           |
| <b>Apr-12</b> | Non-Bargaining Unit   | 2%                      | -22%      | 0%           |
|               |                       | 2%                      | -7%       | 0%           |
| <b>May-12</b> | Bargaining Unit       | -8%                     | -32%      | -13%         |
| <b>May-12</b> | Non-Bargaining Unit   | -5%                     | -56%      | -8%          |
|               |                       | -7%                     | -36%      | -11%         |
| <b>Jun-12</b> | Bargaining Unit       | 0%                      | -29%      | -6%          |
| <b>Jun-12</b> | Non-Bargaining Unit   | 0%                      | -44%      | -2%          |
|               |                       | 0%                      | -32%      | -4%          |
| <b>Jul-12</b> | Bargaining Unit       | -3%                     | 23%       | 1%           |
| <b>Jul-12</b> | Non-Bargaining Unit   | -2%                     | -9%       | -2%          |
|               |                       | -2%                     | 18%       | 0%           |

**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-32  
Monthly Payroll Variance Analysis\*  
2011-2012**

Type of Filing: Original -   X    
Workpaper Reference No(s).

**Schedule 9**

| Date   | Employee Group      | Variance Percent |      |       |
|--------|---------------------|------------------|------|-------|
|        |                     | Regular          | OT   | Total |
| Aug-12 | Bargaining Unit     | -8%              | -10% | -8%   |
| Aug-12 | Non-Bargaining Unit | -5%              | -8%  | -5%   |
|        |                     | -6%              | -10% | -7%   |
| Sep-12 | Bargaining Unit     | 2%               | 3%   | 2%    |
| Sep-12 | Non-Bargaining Unit | 4%               | -31% | 3%    |
|        |                     | 3%               | -4%  | 2%    |
| Oct-12 | Bargaining Unit     | -10%             | -6%  | -9%   |
| Oct-12 | Non-Bargaining Unit | -7%              | -23% | -8%   |
|        |                     | -8%              | -10% | -8%   |
| Nov-12 | Bargaining Unit     | -13%             | 30%  | -5%   |
| Nov-12 | Non-Bargaining Unit | -2%              | -40% | -4%   |
|        |                     | -8%              | 17%  | -5%   |



**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-32  
Monthly Payroll Variance Analysis\*  
2011-2012**

**Type of Filing: Original -   X    
Workpaper Reference No(s).**

**Schedule 9**

| <b>Date</b>   | <b>Employee Group</b>      | <b>Variance Percent</b> |           |              |
|---------------|----------------------------|-------------------------|-----------|--------------|
|               |                            | <b>Regular</b>          | <b>OT</b> | <b>Total</b> |
| <b>Dec-12</b> | <b>Bargaining Unit</b>     | -8%                     | 62%       | 5%           |
| <b>Dec-12</b> | <b>Non-Bargaining Unit</b> | -7%                     | -8%       | -7%          |
|               |                            | -7%                     | 51%       | -1%          |
| <b>YTD-12</b> | <b>Bargaining Unit</b>     | -5%                     | -1%       | -4%          |
| <b>YTD-12</b> | <b>Non-Bargaining Unit</b> | -2%                     | -26%      | -3%          |
|               |                            | -4%                     | -6%       | -4%          |

*\*Total Wages including paid time off,  
excludes bonuses*

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 33)** *Provide a copy of all wage, compensation, and employee benefits studies,*  
2 *analyses, or surveys conducted since Big Rivers' last rate case, or that are currently*  
3 *utilized by Big Rivers.*

4

5 **Response)** There have been no wage, compensation, and employee-benefits studies,  
6 analyses, or surveys conducted or utilized since Big Rivers' last rate case.

7

8 **Witness)** James V. Haner

9

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 34)** *For each employee group, state the amount, percentage increase, and*  
2 *effective dates for general wage increases and, separately, for merit increases granted*  
3 *or to be granted in the last two calendar years, the base period, and the forecasted test*  
4 *period.*

5

6 **Response)** The attached schedule shows the amount, percentage increase, and  
7 effective date for general wage increases and merit increases granted for the bargaining  
8 and non-bargaining employee groups for 2011, 2012, the base period, and the forecasted  
9 test period.

10

11 **Witness)** James V. Haner

12

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Attachment to Response for PSC 1-34**

|                                       | 2011      | 2012      | Base Period Ending<br>September 30, 2013 | Forecasted Test<br>Period Ending<br>January 31, 2015 |
|---------------------------------------|-----------|-----------|--|--|
| <b>Bargaining (Contract Increase)</b> |           |           |  |  |
| Generation Division                   |           |           |  |  |
| Amount                                | \$617,733 | \$449,616 | \$466,642                                | \$322,806  |
| Percentage                            | 3.2%      | 2.25%     | 2.25%                                    | 2.25%  |
| Effective Date                        | 09/15/11  | 09/15/12  | 09/15/13                                 | 09/15/14   |
| Transmission Division                 |           |           |  |  |
| Amount                                | \$47,391  | \$36,522  | \$39,126                                 | \$36,577   |
| Percentage                            | 3.2%      | 2.5%      | 2.5%                                     | 2.25%  |
| Effective Date                        | 10/15/11  | 10/15/12  | 10/15/12                                 | 10/15/14   |
| <b>Non-Bargaining</b>                 |           |           |  |  |
| General Wage Increase                 |           |           |  |  |
| Amount                                | \$380,048 | \$491,800 | \$479,766                                | \$402,031  |
| Percentage                            | 1.9%      | 2.4%      | 2.25%                                    | 2.25%  |
| Effective Date                        | 01/02/11  | 01/02/12  | 01/02/13                                 | 01/02/15   |
| Merit Increase                        |           |           |  |  |
| Amount                                | \$220,634 | \$0       | \$0                                      | \$0  |
| Percentage                            | 1.1%      | 0         | 0  | 0  |
| Effective Date                        | 01/02/11  | 0         | 0  | 0  |

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 35)** *Provide detailed descriptions of all early retirement plans or other staff-*  
2 *reduction programs Big Rivers has offered or intends to offer its employees during*  
3 *either the base period or the forecasted test period. Include all cost-benefit analyses*  
4 *associated with these programs.*

5

6 **Response)** Big Rivers anticipates it will incur severance-related expenses in the 2013-  
7 2014 timeframe, with the idling of two of its power plants, but has yet to draft a  
8 severance plan or program to be effective in that event. For budget purposes, we have  
9 assumed the benefits will include two weeks of base pay per year of service, with a  
10 minimum of eight weeks and a maximum of 52 weeks, and continuation of medical and  
11 dental insurance for the severance period.

12

13 **Witness)** James V. Haner

14

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 36) Concerning employee fringe benefits:**

2 **a. Provide a detailed list of all fringe benefits available to Big Rivers'**  
3 **employees and the expected cost of each benefit in the base period and the**  
4 **forecasted test period. Indicate which fringe benefits, if any, are limited to**  
5 **management employees.**

6 **b. Provide comparative cost information for the 12 months preceding the base**  
7 **period and the base period. Explain any changes in fringe benefits occurring**  
8 **over this 24-month period.**

9

10 **Response) Please see attached schedule entitled Listing of Fringe Benefits.**

11

12 **Witness) James V. Haner**

BIG RIVERS ELECTRIC CORPORATION  
Case No. 2013-00199  
LISTING OF FRINGE BENEFITS  
PSC Request 36(a)

|                                    | <u>Base Period</u>   | <u>Forecasted Period</u> |
|------------------------------------|----------------------|--------------------------|
| 401k Plan                          | \$ 1,354,681         | \$ 1,188,120             |
| Dental Insurance                   | 427,070              | 335,939                  |
| Group Life Insurance               | 269,914              | 210,842                  |
| LTD Insurance                      | 385,500              | 247,170                  |
| Medical Insurance                  | 7,487,471            | 6,774,007                |
| Post Retirement Medical (SFAS 106) | 1,298,562            | 1,107,106                |
| Pension                            | 8,066,321            | 4,172,459                |
| Workers Compensation               | 705,752              | 567,750                  |
| Business Travel Insurance          | 3,967                | 4,162                    |
| Employee Assistance Program        | 13,271               | 14,440                   |
| Car Allowance*                     | 29,012               | 18,000                   |
| Tuition Reimbursement              | 91,886               | 76,440                   |
|                                    | <u>\$ 20,133,407</u> | <u>\$ 14,716,435</u>     |

Fringe Benefits are shown including City Share  
\*Car Allowance is limited to Senior Management

BIG RIVERS ELECTRIC CORPORATION  
Case No. 2013-00199  
LISTING OF FRINGE BENEFITS  
PSC Request 36(b)

|                                    | Base Period   | 12 months<br>Preceding Base |
|------------------------------------|---------------|-----------------------------|
| 401k Plan                          | \$ 1,354,681  | \$ 1,542,736                |
| Dental Insurance                   | 427,070       | 458,064                     |
| Group Life Insurance               | 269,914       | 262,213                     |
| LTD Insurance                      | 385,500       | 327,739                     |
| Medical Insurance                  | 7,487,471     | 9,626,579                   |
| Post Retirement Medical (SFAS 106) | 1,298,562     | 2,039,367                   |
| Pension                            | 8,066,321     | 6,157,015                   |
| Workers Compensation               | 705,752       | 617,211                     |
| Business Travel Insurance          | 3,967         | 3,824                       |
| Employee Assistance Program        | 13,271        | 11,998                      |
| Car Allowance*                     | 29,012        | 18,000                      |
| Tuition Reimbursement              | 91,886        | 69,977                      |
|                                    | \$ 20,133,407 | \$ 21,134,723               |

Fringe Benefits are shown including City Share  
\*Car Allowance is limited to Senior Management



**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 37)** *Provide a complete description of Big Rivers' Other Post-Retirement*  
2 *Employee Benefits package(s) provided to its employees.*

3

4 **Response)** Big Rivers provides benefits after employment but before retirement in the  
5 case of employees who are no longer actively employed due to disability. The post-  
6 employment benefits provided include continuation of medical insurance and prescription  
7 drug coverage for the employees, their spouses, and dependents. Big Rivers also  
8 provides continuation of medical insurance and prescription drug coverage to retirees,  
9 their spouses, and dependents.

10

11 **Witness)** James V. Haner

12

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 38)** *Provide all current labor contracts and the most recent labor contracts*  
2 *previously in effect.*

3

4 **Response)** Copies of Big Rivers' labor agreements with IBEW Local 1701, dated  
5 October 15, 2012, September 15, 2012, July 17, 2009 and October 15, 2008, are attached  
6 to this response.

7

8 **Witness)** James V. Haner

9

**Big Rivers' Labor Agreements with IBEW Local 1701 -  
October 15, 2012**

**AGREEMENT**

**BIG RIVERS  
ELECTRIC CORPORATION  
AND  
INTERNATIONAL BROTHERHOOD  
OF  
ELECTRICAL WORKERS  
LOCAL 1701**

**October 15, 2012**

**LARRY W. BOSWELL**  
BUSINESS MANAGER

**TOMMY HOWARD**  
CHAIRMAN

**RON TUCKER**  
VICE CHAIRMAN

**MARTY HITE**  
RECORDER

**DEAN NOLAN**  
**KENNY WRIGHT**  
EXECUTIVE COMMITTEE

**TOMMY HOWARD**  
CHIEF STEWARD

**MIKE ROYBAL**  
STEWARD

**INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS**  
**LOCAL 1701**  
2911 WEST PARRISH AVENUE  
OWENSBORO, KY 42301  
TELEPHONE: 270-684-3058

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## **SECTION 1. AGREEMENT**

1. This Agreement is entered into the 15th day of October, 2012, by and between the transmission division of BIG RIVERS ELECTRIC CORPORATION, located in Henderson, Kentucky, hereinafter referred to as the Company, and LOCAL UNION 1701 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as the Union, who hereby agree as follows:

## **SECTION 2. DURATION AND TERMINATION**

1. This Agreement shall commence October 15, 2012, and shall continue in full force and effect until 11:59 p.m. October 14, 2016, when it shall terminate. If any party desires to renew this Agreement, they shall give the other party written notice to that effect not less than 60 days nor more than 90 days prior to October 14, 2016, except by written consent of the parties.

## **SECTION 3. AGREEMENT IN FULL**

1. This Agreement expresses the entire agreement of the parties, and the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement. Both parties agree to meet (upon request of either party) quarterly for clarification of Agreement language (not grievances), if necessary.

## **SECTION 4. NONDISCRIMINATION**

1. Neither the Company nor the Union will discriminate against any employee because of race, color, sex, religion, age, national origin, handicap or veteran. Wherever the male gender pronoun is used, or wherever a job classification is described with a male term in this Agreement, it is understood it shall apply to either male or female.

## **SECTION 5. WITNESSETH RECOGNITION CLAUSE**

1. The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment of all operation and maintenance employees of the Company employed throughout its transmission system in Kentucky, including utilities, storekeepers, assistant storekeepers, equipment mechanics, senior journeymen, journeymen, groundmen, right-of-way maintenance, and laborers; BUT EXCLUDING, all office clerical and building attendants, all temporary employees hired for up to but not more than 60 working days during the life of this Agreement for laborer duties only, all professional, administrative and management employees, guards and supervisors as defined in the Act, as set out in the Certification of Representative being NLRB Case No. 25-RC-5955 duly certifying the Union in the bargaining unit set out above. The Union's Business Manager will be informed of all bargaining unit and temporary employees hired as described above. Any laid off employee will be recalled prior to hiring temporary employees.

## **SECTION 6. PUBLIC OBLIGATION (NO STRIKE-NO LOCKOUT)**

1. It is expressly understood and agreed that the services to be performed by the employees pertain to and are essential to the operation of a public utility and the welfare of the public is dependent thereon requiring continuous operation, and it is agreed, in recognition of such obligation of continuous service that,



during the term of this Agreement, there shall be no collective cessation of work by members of the Union and neither the Union, nor its members, agents, representatives, or employees of the Company or any individual employees, shall incite, encourage, condone, support, or participate in any strike, slowdown, work stoppage, picketing, sympathy strike, refusal to cross a picket line, or other curtailment or interference interrupting the Company's production, deliveries, or operations, in any manner whatsoever during the life of this Agreement for any cause whatsoever, or take any action which results in the prohibited conduct, even in sympathy with disputes involving different groups of employees and this same labor organization, or other labor organizations, groups of employees, or individual employees. In the event of such strike, sympathy strike, slowdown, work stoppage, picketing, refusal to cross picket line, or other curtailment or interference with the Company's production, deliveries, or operations, or a threat thereof, the Union and its officers and agents will do everything within their power to immediately end or avoid the conduct prohibited in this Paragraph.

2. Further, in consideration of this Agreement, the Company shall not lock out its employees during the term of this Agreement.

## **SECTION 7. INTENT, PURPOSE AND SCOPE OF AGREEMENT**

1. It is the intent and general purpose of this Agreement to promote the mutual interest of the Company and its employees. The Union recognizes that the Company is a public service corporation engaged in furnishing electricity and is subject to regulation by utility regulatory bodies, and is required to furnish adequate and continuous service. This Agreement is to provide for the operation of the Company's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, and protection of property.

2. The parties hereto recognize that continuous service of the Company is of vital importance to its customers in the area served, and that any interruption of such service directly affects individuals in their everyday lives and disrupts the orderly conduct of the business in the area served and the parties will cooperate fully to avoid any interruption to such service.

3. Each employee covered by this Agreement shall be responsible, at all times, for having his correct address and personal phone number recorded with the Company. All notices shall be deemed to have been given in accordance with this Agreement if mailed to the last address given to the Company.

4. It is further understood and agreed that this Agreement together with any written appendancy supplements or letters of understanding hereto contains all understandings oral or written between the Company and the Union.

5. This Agreement cannot be modified or amended except in writing signed by the Company and the Union. No individual shall have any right to modify, amend or revoke this Agreement.

## **SECTION 8. MANAGEMENT RIGHTS**

1. The management of the business of the Company and the direction of its employees are the exclusive responsibilities of Management, except as expressly modified by the terms of this Agreement. The sole and exclusive rights of Management which are not abridged by this Agreement, which include but are not limited to, its right to select and direct the working force; to determine, and from time to time to redetermine the number, location and types of its facilities and operations and the methods, processes and materials to be employed; to hire, promote, discipline or discharge for cause; to establish, allocate, and change work schedules and assignments; to transfer employees from one job classification or location to another; or to relieve employees from duties because of lack of work or other legitimate reasons; the right to study or introduce new or changed production methods, machinery, tools and equipment or facilities and to determine

the quantity and quality of the materials and workmanship required; to establish, determine, maintain, and enforce standards of production; to determine and redetermine job content; to contract with others to make improvements, changes, or repairs to the plant, equipment, or machinery, subcontract work, whatever may be the effect upon employment; to expand, reduce, combine or cease any job, department, operation or service; to determine starting and quitting times and determine the number of hours and shifts to be worked; to alter, rearrange, or change, to extend, limit, or curtail its operations or any part thereof, or to shut down completely or any part thereof whatever may be the effect upon employment; to make such reasonable rules and regulations, not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and the effective operation of the business and after advance notice of such rules and regulations to require compliance therewith.

2. Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, as are provided in this Agreement.

## **SECTION 9. UNION REPRESENTATION**

1. The Company recognizes the right of the Union to designate, from the seniority list, union representatives who will represent employees in the bargaining unit. The Union may designate one steward who will also serve as the chief steward. The Union may appoint one temporary steward to act in the absence of the chief steward. The authority of these representatives shall be limited to handling Union business as may be necessary in the investigation and presentation of grievances and, if requested by an employee, be present at interviews that involve or may lead to discipline. The chief steward will also perform in the capacity of the safety representative.

2. Union representatives shall be permitted to absent themselves from work with reasonable frequency and for reasonable lengths of time to transact official Union business, without pay, provided such absences do not unreasonably interfere with production. Examples of such reasons for absences are as follows:

Assisting Business Manager with Company related work.

Attendance at Union related schools, seminars, and conventions.

Each employee shall submit his request to his supervisor for participation in such Union business as soon as he is aware of such event, but no later than two weeks prior to the requested absence. All requests for absences for Union business shall be in writing. All such requests not in compliance with the notice requirement will be given consideration at the Company's sole discretion.

3. In meetings with the Company, no employee shall be paid unless the meeting is initiated at the Company's request. Meetings called to discuss joint Company and Union issues such as contract interpretation, labor relations, Third Step Grievances and Retirement Committee Meetings will be considered as meetings for the mutual benefit of the parties and the employee is due pay only if he is scheduled to work the hours during which the meeting is held. In no event is the employee to be paid overtime for such meetings.

4. In meetings initiated by the Company such as safety meetings, First or Second Step Grievance Meetings, disciplinary meetings, or other employer/employee relation meetings, the employee(s) will be paid the appropriate regular or overtime rate.

5. If an employee is subpoenaed by the Company for arbitration or other legal proceeding, the Company, at its discretion, will work with the employee to see that his presence in conjunction with his work schedule is not an undue burden on the employee. The employee subpoenaed on his off days, at the

Company's discretion, will be given either compensatory time off (hour-for-hour) or be paid the appropriate rate. The subpoenaed employee will be reimbursed at the appropriate rate for necessary mileage traveled.

6. Any one employee of the Company within the scope of this Agreement who is elected to an office in the Union, or is appointed to an office in the Union requiring his absence from duty with the Company, may be granted a leave of absence for a period not to exceed three years and 30 calendar days, and shall continue to accumulate seniority with the Company throughout such leave of absence. An additional leave of absence will be granted thereafter for each succeeding term of elective or appointive office. During such period of leave of absence, such employee shall accrue no vacation or sick leave credit. During such leave of absence, the employee may participate in the Disability Insurance Plan, the Medical and Dental Insurance Plans, the Group Life Insurance Plan, the Savings Plan, and the Retirement Plan, as available to regular employees of the Company, except that the total premium costs shall be paid by the Union to the Company. Premium costs, to the extent they are based on hourly wage rate, are based upon the hourly wage rate for the most recent job classification the employee held at the time such leave of absence began. Any such employee shall, upon termination of such leave of absence and upon return to duty, be reinstated in his former position, including his seniority and rights, after a reasonable training period, provided he is physically able to perform the duties of the position. It is understood and agreed that in case of return of such an employee to duty with the Company, other employees will consent to such displacement or layoff as is necessary to make room for him. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other courses of action or liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions set out in this Paragraph.

#### **SECTION 10. UNION MEMBERSHIP REQUIREMENT**

1. All new employees covered under this Agreement shall arrange with the Union for membership therein after the 30th day of employment as a condition of employment. Employees that are members of the Union shall maintain their membership.

2. Should a member become delinquent in the payment of his Union Dues, the employee is no longer a member in good standing and the employee will be a suspended member. The Union will serve on the employee a Final Payment Notice which will specify the deadline for payment of the dues.

3. Should the dues not be paid in accordance with the Notice, the Union will request that the employee be terminated.

4. The Company agrees to deduct, upon receipt of a signed VOLUNTARY DUES CHECK-OFF AUTHORIZATION FORM, Union Dues from the pay of each employee. The amount to be deducted will be the amount specified by the Union Bylaws and such amount (including increases and decreases) shall be certified to the Company by the Union.

5. Union Dues will be deducted from the employee's pay only after all other payroll deductions have been taken. If there is not sufficient pay available to deduct dues, the dues shall be deducted in a subsequent paycheck. Should an employee be on an extended leave which prevents sufficient dues from being collected through payroll deductions, it shall be the employee's responsibility to pay his uncollected Union Dues directly to the Union for the extended leave period.

6. Voluntary Dues Check-Off Authorization shall automatically be renewable on each anniversary date of the existing collective bargaining agreement between the Company and the Union. Any member may revoke his Voluntary Dues Check-Off Authorization provided written notice is given to the Company and the Union. Such written notice shall only be accepted during the period of May 1 and May 20 of each calendar year and such request for revocation shall become effective the first pay period of June.

7. The Company shall forward the deducted Union Dues by check, accompanied by a report listing the employees alphabetically, to the Union no later than the last day of the calendar month following the month in which they are deducted, except for the following months of:

- a) August, which is due by September 15,
- b) November, which is due by December 15,
- c) February, which is due by March 15, and
- d) May, which is due by June 15.

8. An employee who does not authorize Union Dues deductions shall be responsible for payment of his Union Dues directly to the Union.

9. Authorized dues deductions are solely for Union Dues and shall not include new member "initiation fees" or "fines" levied by the Union against a member. It shall be the responsibility of the new or existing employee to contact the Union to determine and comply with such Union fees to maintain the employee in good standing with the Union. The dues deduction shall be terminated for any employee who terminates his employment or transfers out of the bargaining unit.

10. The Company assumes no responsibility of any kind in connection with dues deductions other than to remit to the Union the amount deducted by the Company. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other courses of action or liability that may arise out of or by reason of action taken or not taken by the Company for the purposes of complying with any of the provisions set out in this Section.

## **SECTION 11. GRIEVANCE PROCEDURE**

1. Any dispute which the Union or the employees in the bargaining unit may have regarding the Company's interpretation or application of the Agreement shall constitute a grievance and shall be processed in the following manner.

**STEP ONE:** Before submitting a written grievance, the employee shall first orally discuss the problem with his supervisor. In the event the grievance is not settled by his immediate supervisor, the employee shall reduce the grievance to writing, signed by the aggrieved employee and stating the provision(s) in this Agreement that the employee claims has been violated and, within seven days from the occurrence of the event giving rise to the grievance, submit it to his immediate supervisor. The employee may seek assistance in the preparation of his grievance from his steward on their own time, including their lunch and break time. The supervisor within seven days shall give his answer.

**STEP TWO:** If the grievance is not resolved in Step One, the chief steward within seven days may submit the grievance to the Manager of Transmission or his designee, who shall answer the grievance in seven days.

**STEP THREE:** If the grievance is not resolved in Step Two, the chief steward, within seven days shall submit the written grievance to a panel of Union and Company representatives for settlement. Union and Company representatives consisting of the Union's Business Manager, Chief Steward, the Company's Human Resources Representative, Manager of Transmission, and Vice President if necessary, will meet quarterly at ET&S or

another mutually agreeable location to discuss Third Step Grievances. If no settlement is agreed upon by the panel within 30 days of submission to Step Three, the grievance may be submitted to arbitration. An International Representative of the IBEW may be present at this step to assist the Union.

2. Any grievance upon which an answer is not made by the Company within the time limits prescribed, or any extension which may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for the answer expired. Any grievance not carried to the next step by the Union within the prescribed time limits, or such extension which may have been agreed to by the Company, shall be automatically settled upon the basis of the Company's last decision. The above time limits may be extended by mutual agreement between the parties.

3. A grievance involving discharge will commence at Step Three of the grievance procedure. A grievance from a discharged employee will be submitted to the Company Human Resources Department located at 201 Third Street, Henderson, Kentucky 42420.

4. All grievances must be presented in writing within seven days after the occurrence of the event giving rise to the grievance; otherwise, it shall not be entitled to consideration.

5. In computing any period of time in the Grievance and Arbitration Procedure, all Saturdays, Sundays and recognized holidays shall be excluded.

## **SECTION 12. ARBITRATION**

1. The Union may request arbitration of a grievance unsettled at the last step of the grievance procedure and submit the grievance to a final and binding arbitration by serving a written demand for arbitration upon the Company within 15 days from the date of the last meeting in Step Three of the grievance procedure. If the parties are unable to select an arbitrator by mutual agreement, the Union shall initiate the Joint Request for Arbitration Panel form as required by the Federal Mediation and Conciliation Service.

2. The Federal Mediation and Conciliation Service will submit a list or lists of seven arbitrators. The Union shall strike from the list one name, the Company shall strike one of the remaining six names, the Union the fifth name, the Company the fourth name, and so on until the last remaining name shall be the Arbitrator.

3. The fee and expenses of the Arbitrator shall be borne by the party that is the loser in the arbitration award. In an event that the award declared by the Arbitrator is determined to be a split decision, the fees and expenses of the Arbitrator shall be shared equally by the Company and the Union. Each party shall assume any expenses in presenting its own case.

4. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any Agreement made supplementary hereto, nor to rule on any matter arbitrable under this Agreement except while this Agreement is in full force and effect between the parties.

5. Claims against the Company will not be accepted for consideration which cover a period of more than 30 days prior to the date the grievance was first filed in writing. In such cases, retroactive claims and awards therefore shall be limited to a period of 30 days prior to the date the claim was first filed in writing.

6. No more than one grievance may be submitted to or be under review by any one arbitrator at any time unless by prior mutual written agreement of the parties.

### SECTION 13. PROBATIONARY EMPLOYEES

1. All employees, from their last date of hire, will be on probation for the first 180 calendar days of their regular full-time employment during which time they will be termed probationary employees.

2. When a non-bargaining unit employee transfers to a job within the bargaining unit he must, as a condition of continued employment, satisfactorily complete his full probationary period as defined within this Section. In addition he shall be entitled to the following:

- a) To use his accumulated continuous Company seniority to satisfy the eligibility requirements for all benefit programs provided by this Agreement.
- b) To use his accumulated continuous Company seniority for accrual of vacation and retirement benefits. Such an employee shall be assigned a new bargaining unit seniority date effective the first day of transfer to the bargaining unit and this date shall be the basis within the bargaining unit for job bidding, vacation preference, and layoff determination.

3. Probationary employees' service with the Company may be terminated at any time by the Company in its sole discretion, without recourse to a grievance and arbitration procedure.

4. Probationary employees are entitled to medical insurance, dental insurance, life insurance, workers' compensation and military duty leave on the first day of full-time employment as expressed under the specific provisions of this Agreement and the plan documents.

5. Probationary employees accrue vacation and sick days, but they are not entitled to such benefits until the probation period is successfully completed as set forth above, and entitlement to such benefits are further governed by the specific provisions of the Vacation and Sick Leave Pay sections of this Agreement.

6. Probationary employees become eligible for long term disability coverage when they satisfactorily complete the following:

- a) Three consecutive months of regular full-time employment without a continuous absence as defined within this Section.
- b) Must be at work on the final day of the three months eligibility period, or the coverage will not start until the employee returns to regular full-time work.
- c) Three months of continuous disability resulting from a medically approved physical or mental condition.

Entitlement to long term disability coverage is further governed as expressed under the specific provisions of this Agreement and the plan document.

7. A probationary employee does not have job bid rights. However, he may submit a Request for Transfer. Probationary employees are not entitled to compensation for funeral leave, jury duty, educational benefits or holidays until the probationary period is successfully completed as set forth above. However, probationary employees will receive pay at the rate of time and one-half their regular straight-time rate for all hours worked on a day observed as a holiday by the terms of this Agreement. The overtime pay provisions that apply to a seniority employee shall also apply to a probationary employee.

8. Once an employee has successfully completed his full probation period as set forth above, he becomes a seniority employee.

## **SECTION 14. SENIORITY**

1. Seniority is defined as an employee's length of continuous regular full-time service from his last date of hire, except that a new employee shall be on probation for the first 180 calendar days of his employment as set forth in the Probationary Employees section of this Agreement.

2. The term seniority as used in this Agreement will be construed to mean departmental seniority, Company seniority or bargaining unit seniority. The definition of each is as follows:

- a) Departmental seniority shall be measured from the date an employee is assigned to a job classification within an established line of progression. An employee shall not have seniority in more than one department at any one time. In determining seniority the parties agree that seniority by department shall govern unless otherwise specifically expressed.
- b) Company seniority is measured from the date an employee is last hired for a continuous regular full-time employment with the Company.
- c) Bargaining unit seniority is measured in the same manner as Company seniority, except that employees who transfer from a non-bargaining unit position to a bargaining unit position after April 22, 1984, will not transfer their years of service earned as a Company non-bargaining unit employee.

3. When an employee is permanently transferred from one department to another, he shall retain his departmental seniority in his original department for a period of 120 calendar days after the effective date of transfer. Thereafter, he shall cease to hold seniority in his previous department. During the 120 day period he shall not have seniority status in the new department, and at the end of this period the 120 days shall be credited to him in his new department. An employee does not have bid rights during this 120 day period.

4. An employee's seniority shall terminate if:

- a) The employee quits.
- b) The employee is discharged.
- c) The employee fails to return to work or to supply a satisfactory reason for not doing so within the time limits prescribed in the Layoff, Displacement, and Recall section, which shall result in termination of employment.
- d) The employee is absent from work for three consecutive working days without notification to the Company. However, it is the employee's responsibility to notify the Company on each day of any absence, unless an absence in excess of one day is authorized by the Company.
- e) The employee overstays a leave of absence or a vacation without authorization.
- f) The employee gives a false reason for leave of absence or engages in other employment during such leave.
- g) A settlement with the employee has been made for total disability.
- h) The employee is retired.
- i) An employee with less than five years of bargaining unit seniority is laid off for a continuous period of one year or an employee with five or more years of bargaining unit seniority is laid off for a continuous period of two years. Any employee with less than one year of bargaining

unit seniority will be protected only by the actual amount of bargaining unit seniority accrued at the time of layoff. The employee's seniority shall continue to accrue during these layoff protection periods.

5. Employees who are transferred in or out of the bargaining unit shall accrue and maintain their seniority as of their original starting date. Any employee transferred back into the bargaining unit shall exercise his departmental seniority, but in no event will he bump back into a higher classification than he previously held. If an employee is transferred out of the bargaining unit for a period in excess of one year, he shall forfeit all previous departmental and bargaining unit seniority.

6. Seniority lists will be posted in January of each year and a copy will be forwarded to the chief steward and to the Union's Business Manager. The chief steward may request an additional seniority list twice a year from the Human Resources Department.

### **SECTION 15. LAYOFF, DISPLACEMENT, AND RECALL**

1. In the event it becomes necessary to decrease the number of employees in a classification within a department, such displacement and layoff shall be in accordance with the employee's departmental seniority. The least senior employee within the classification affected shall be displaced first. Any employee faced with displacement or layoff shall have the opportunity to exercise his departmental seniority to displace the least senior employee in the same classification or in the next lower classification in the same line of progression, as outlined in Section 39. Any employee completely displaced out of his department shall have the opportunity to exercise his bargaining unit seniority to displace the least senior laborer in ET&S, or request a "voluntary layoff." If he is unable to displace a laborer, he shall be laid off.

2. The selection of the above options must be made in advance and shall be binding throughout the displacement or layoff period. Employees in the department(s) affected shall be given a 14 calendar day notice of the Company's plans to reduce the workforce. Such notice to the department(s) shall serve as the official notice to the classification(s) initially affected by the workforce reduction. The Company shall distribute at the time of the departmental notice a Workforce Reduction Option Form to each employee in the classification first impacted by the displacement or layoff. The form must be completed and returned to supervision no later than the end of the 10th calendar day of the 14 calendar day notice period. Upon receipt of the Workforce Reduction Option Form the Company may initiate the displacement or layoff process with the initial employee transfer or layoff not occurring until the completion of the 14 calendar day notice. Employees affected by subsequent displacements or layoffs must be given a Workforce Reduction Option Form that must be completed and returned to supervision within 48 hours of receipt of the notice. Any employee who fails to return the option form on time may only exercise his bargaining unit seniority to displace the least senior laborer, and if unable to displace a laborer, he shall be laid off.

3. Any employee displaced as a result of the above workforce reduction may, in turn, exercise his departmental seniority to secure other positions within his line of progression and to exercise his bargaining unit seniority to secure a laborer position, in accordance with his options as selected before the workforce reduction.

4. At the time of workforce reduction, the displaced or laid off employee cannot bump upward to higher rated classifications.

5. An employee displaced to other classifications within his line of progression shall be given a period of 10 working days to train and demonstrate his ability to adequately perform the work required. This demonstration period may be extended an additional 10 working days if the Company feels the employee is showing progress. The employee and the chief steward will be given written notice of all extensions granted by the Company.



6. Any employee determined by the Company to be unable to adequately perform the work required at the completion of the demonstration period must exercise his departmental seniority in accordance with the options selected prior to the workforce reduction to displace the least senior employee in the next lower classification in the same line of progression. If this removes him from his department, he may exercise his bargaining unit seniority in accordance with the options selected prior to the workforce reduction to displace the least senior laborer. Any employee who moves to a lower classification as a result of his unsuccessful demonstration period will lose his recall rights to the higher classification, except in his original department.

7. In the event a displacement or layoff becomes necessary, the Company will ensure the affected employee of the following "notice" and "recall" rights to the classification held prior to the workforce adjustment:

- a) Give the employees affected and the Union a notice of any displacement or layoff as specified in Paragraph 2 of this Section.
- b) Displaced or laid off employees have recall rights to the classification held prior to the workforce adjustment for the following time frames:
  - 1) Employees who have completed their probation period but have less than one year of bargaining unit seniority shall have recall rights extended for a period of time equal to the employee's bargaining unit seniority.
  - 2) Employees who have one or more years of bargaining unit seniority but less than five years shall have recall rights extended for a period of one year.
  - 3) Employees who have five or more years of bargaining unit seniority shall have their recall rights extended for a period of two years.

8. In the event an employee is laid off, his group dental, medical, and personal life insurance coverage is paid to the end of the month of the layoff plus one more month. Thereafter, the employee may pay the full premium of such group insurance coverage commencing with the actual date of layoff, not to exceed the time frame set out in Paragraph 7.b) above.

9. Accrual of vacation and sick leave benefits shall cease effective with the date of layoff.

10. When there is a restoration of the workforce, the Company subscribes to the principle of "last out, first in." In any case, the Company will recall displaced and laid off employees by applying in inverse order the guidelines used to displace and layoff employees, and in accordance with the options the employee selected. Recalled employees shall be given a demonstration period, as set forth above. Should the employee be determined by the Company to be unable to adequately perform the work during the demonstration period, he shall exercise his departmental or bargaining unit seniority, as set forth in Paragraph 1 of this Section.

11. A displaced or laid off employee who elected to exercise his departmental seniority within his line of progression must, without exception, return to any job within his line of progression, up to and including the highest job he held on a permanent basis prior to the workforce reduction, and to any laborer classification within ET&S. Refusal will result in the employee being terminated.

12. A job vacancy will not be posted until all former displaced and laid off seniority employees, who have a recall right to the vacant job, have either accepted or rejected a recall to fill the vacancy.

13. Employees recalled from layoff shall be given notice by registered or certified mail to the employee's last known address on file in the Human Resources Department. The laid off employee has three days after receiving notice of recall from the Company to notify the Company of his intention to return to work and five days to actually return. A copy of the notice will also be forwarded to the Union's Business

Manager. Failure by an employee to return to work or to supply a satisfactory reason for not doing so within the time limits prescribed, shall result in termination of employment.

14. Each laid off employee shall keep the Human Resources Department advised of his correct mailing address and telephone number.

15. A displaced or laid off employee may submit Job Bids in response to posted job vacancies regardless of any previous loss of job bid rights. He may also submit Requests for Transfer under the provisions of Paragraphs 6 and 7 of the Job Bids and Requests for Transfer section of this Agreement. Any displaced or laid off employee who has a successful Job Bid or Request for Transfer, waives all recall rights, as set forth in this Section.

16. It shall be the responsibility of each laid off employee to keep in touch with the Company concerning his interest in specific posted job vacancies.

17. A laid off employee may choose to waive a return-to-work call for a temporary laborer position. If refused, no additional offers for such temporary work will be made during the duration of the layoff.

18. In the event it becomes necessary to decrease the number of employees in any of the five journeyman departments (equipment maintenance, substations, metering, lines, and communications), the displacement and layoff provisions listed in this Section shall apply except for the following:

- a) The senior journeyman and journeyman classifications in such affected department shall be combined as one unit and the employee's departmental seniority shall be the determining factor for the order of displacement, layoff, or recall.
- b) The "least senior" employee in the affected "combined unit" shall be displaced or laid off first.

#### **SECTION 16. CONTRACTING OUT WORK**

1. The Company agrees that it will not contract out any work if the effect of such contracted work will cause layoffs to any seniority employee.

#### **SECTION 17. JOB BIDS AND REQUESTS FOR TRANSFER**

1. If a vacancy occurs in a permanent position or if a new job is established or if the workforce is expanded in any of the established lines of progression, and the Company decides to fill such opening, the Company shall post a job vacancy for a period of seven calendar days. All Job Bids and Requests for Transfer must be submitted during the seven calendar day posting period. A detailed listing of the employee's previous education, training and experience must be listed on the Job Bid or Request for Transfer form.

2. Employees in STEP RATE PROGRESSION have bid rights upward to vacancies within their line of progression and a transfer right to vacancies in other lines of progression. They may also submit Requests for Transfer in accordance with Paragraphs 6 and 7 of this Section.

3. An employee on sick leave shall be eligible to bid on a job posting if he provides documented evidence that he will return to work within 10 calendar days from the expiration date of the job posting.

4. The Company will review the Job Bids in the following order:

- a) The employee with the most departmental seniority in the established line of progression shall be the successful bidder if he has sufficient qualifications to perform the job.

- b) The laborer with the most bargaining unit seniority shall be the successful bidder if he has sufficient qualifications to perform the job.

5. The employee selected for the posted job shall be given a period up to 20 working days to train and demonstrate his ability to adequately perform the work required, and the Company may assign the employee to all (or the Company may simulate) tasks performed by the higher classification. This demonstration period may be extended an additional 20 working days if the Company feels the employee is showing progress. The employee and the chief steward will be given written notice of all extensions granted by the Company. Should the employee be determined by the Company to be unsuitable during the demonstration period, he shall be returned to his former position without loss of departmental seniority. An employee may have only one successful bid in any one year.

6. In the event no one is selected from among the eligible bidders, the Company will review each Request for Transfer submitted as a result of the posted job vacancy before hiring from other sources. The Company will review those Requests for Transfer in the following order:

- a) Those Requests for Transfer that involve promotion or lateral moves leading to promotion in another line of progression. Employees shall have a transfer right provided they have sufficient qualifications and the employee selected has not been the successful bidder to a job in the past year, or has not been granted a Request for Transfer to another department in the past five years. In the event there are multiple requests that meet at least the sufficient qualification requirement, the Company has the right to select the most qualified employee. If two or more of these qualified employees are equally qualified, then bargaining unit seniority shall prevail. The employee selected for the posted job shall be given a demonstration period, as set forth above. The employee who is allowed to transfer under the provisions of this Paragraph shall not be eligible for job bidding for one year from the date of transfer.
- b) Last in the order of consideration, in the Company's sole discretion, will be all other Requests for Transfer, provided the employee has not been a successful bidder to a job in the past year, or has not been granted a Request for Transfer to another department in the past five years. The employee selected for the posted job shall be given a demonstration period, as set forth above. The employee who is allowed to transfer under the provisions of this Paragraph shall not be eligible for job bidding for one year from the date of transfer.

7. The Company may authorize a Request for Transfer from an employee who has a physical or medical condition that keeps him from continuing to perform his regular duties. Such requests will be closely scrutinized and will be acted upon based on the employee's prior work record, preservation of departmental skills and efficiency, merits, and circumstances of each individual case. In the event of multiple requests and all of the above factors are equal, bargaining unit seniority shall prevail. An employee who is granted such a request will go to the top step rate of the lower classification if the employee is moved downward in his line of progression. An employee who is allowed to move to another job classification in another line of progression shall enter at the first step rate unless, in the determination of the Company, the employee's previous experience and qualifications warrant a higher step rate. Requirements for such requests are:

- a) They must be made in writing in response to a posted vacancy, accompanied by written documentation that verifies the extent of the condition. Such placement may or may not be in the employee's line of progression, or in the same Labor Grade; in any event, it will not be to a classification in a higher Labor Grade. In addition, such placement shall not be subject to the other job bid and requests for transfer provisions of this Section, provided the employee with the physical or medical condition has more bargaining unit seniority than the employee who would have otherwise received the job. The employee who is allowed a transfer under the provisions of this Paragraph shall not be eligible for job bidding for two years from the date of transfer.

- b) This provision in no way obligates the Company to create a position to accommodate such requests.

#### **SECTION 18. TEMPORARY AND PERMANENT TRANSFERS**

1. In order to fully utilize the Company's workforce during workload fluctuations between departments, the Company will make temporary transfers from one department to another as needed. The total duration of all such transfers in any one calendar year for any one employee shall not exceed six months.

2. The Company will determine when an employee is far enough along in his training to qualify for work in a temporary upgrade position. When an employee is temporarily upgraded and performs the tasks normally assigned to the higher rated classification for two hours or more, he will receive the first step rate of pay for that classification for all hours worked in the higher rated classification that day.

3. When an employee is temporarily transferred to a lower rated classification, he will receive his regular rate of pay during such transfer.

4. When it becomes necessary to permanently transfer employees to a lower rated classification (see the Layoff, Displacement, and Recall section of this Agreement), the employees with the least departmental seniority in the affected job classification shall be transferred. In the case of such a transfer from a higher rated classification to a lower rated classification, the employee will continue receiving the higher pay rate for 30 working days. After that, he shall be paid the top step rate of the lower classification. Any transfer determined by the Company to be on a permanent basis will be given in writing to the employee.

#### **SECTION 19. HOURS, OVERTIME AND PREMIUM PAY**

1. The standard workweek is a seven day period beginning at 12:01 a.m. on Sunday and ending at 11:59 p.m. the following Saturday. The work schedule showing the scheduled starting and quitting times and the scheduled days off shall be posted in each department by the end of the first shift Thursday.

2. Time and one-half will be paid for all hours worked by an employee on Saturday, and double time will be paid for all hours worked by an employee on Sunday. Time and one-half shall be paid for all hours worked when working for another utility other than the Company's member cooperatives, except when double time is otherwise required to be paid under this Agreement.

3. The normal workday for employees shall be eight and one-half consecutive hours with a one-half hour intermission for lunch. Employees will be allowed to eat their lunch at approximately the midpoint of the shift. If an employee is required to work through his lunch period he will be paid and he will be given 20 minutes to eat his lunch.

4. The Company will pay, in addition to the employee's base wage rate, a shift differential to employees on shifts that commence as follows:

First Shift      Between the hours 5:00 a.m. and 11:59 a.m. - None

Second Shift    Between the hours 12:00 noon and 7:59 p.m. - 25¢

Third Shift      Between the hours 8:00 p.m. and 4:59 a.m. - 40¢

The appropriate shift premium will be paid for all overtime hours; however, no shift premium will be paid for any vacation pay, sick leave pay, holiday pay, or for any hours not worked.

5. As a public service corporation, the Company must perform its obligations to its customers at all times and in recognition of these obligations the Company shall have the right to require an employee to work overtime. The Company will attempt to arrange such overtime to avoid undue hardship on any employee, and the Company at its discretion will rotate overtime as equitably as possible among the qualified employees in the department involved.

6. The parties agree that the equitable rotation of overtime shall be on the basis of departmental seniority in classification. Rotation by seniority will be every 28 calendar days. (Refer to Overtime Guidelines for details of distribution of overtime.)

7. The standard workday is a 24 hour period beginning at 12:01 a.m. and ending 24 hours later. Time and one-half will be paid for all time worked in excess of eight straight-time hours in any one standard workday and for all time worked in excess of 40 straight-time hours in any one standard workweek.

8. The Company may assign all or part of the employees within a department to work a four 10-hour day schedule. If this schedule is used, employees in a department may be assigned to work either Monday through Thursday or Tuesday through Friday, but a department shall not have some employees assigned to work Monday through Thursday and other employees in the department assigned to a Tuesday through Friday workweek.

a) Overtime on the four 10-hour day schedule will be paid for all time worked in excess of 10 straight-time hours in any one day and for all time worked in excess of 40 straight-time hours in any one week. However, if an employee works on any of his three days off to perform non-emergency work, he shall be paid the appropriate overtime rate for such work, and he shall receive time and one-half for the 9th and 10th hours worked on each of the scheduled four 10-hour days he worked; provided that if the employee volunteers to perform non-emergency work on any of his three days off, he shall not receive time and one-half for the 9th and 10th hours in his four 10-hour day schedule. If an employee is required to work on any of his three days off in an "emergency," he shall receive appropriate overtime pay for the hours worked in those three days, but he will not receive overtime for the 9th and 10th hours worked in any of his scheduled four 10-hour days. An "emergency" is an unexpected interruption of the Company's lines or substation equipment.

b) Employees assigned to work a four 10-hour day workweek shall receive: 10 hours holiday pay for any holiday that occurs in that workweek; 10 hours personal day pay for any paid personal day taken; 10 hours sick leave pay for any day of accrued sick leave taken; and 10 hours funeral leave pay for any day of funeral leave taken. Employees taking a vacation day in that workweek shall have the option to receive up to 10 hours of vacation pay.

9. An employee shall be paid the appropriate overtime rate for all hours worked outside his scheduled work shift in the standard workday. This includes "hold-overs," "report-ins," and "call-ins" which are defined as follows:

a) "Hold-over" work shall be work which is a continuation of a scheduled work shift. For hold-over work to apply, an employee shall be notified prior to the end of his scheduled shift. An employee who is held over shall be paid only for the additional hours worked at the appropriate overtime rate.

b) "Report-in" means that a notice is given to an employee before his scheduled shift ends to return for work at some hour before his next scheduled shift begins. If an employee is given notice to report in and that notice is not cancelled prior to the end of his shift, he will receive no less than one hour's pay at the appropriate overtime rate, even if the scheduled report-in is cancelled after the end of the shift. It is not a report-in when the proper 12 hour notice is given.

c) "Call-in" is when an employee is called in for emergency work outside his scheduled working hours. Call-ins shall be paid as follows:

- 1) When an employee is called in for emergency work or is instructed to come in for emergency work and the hours worked are not continuous with other hours worked, he shall receive no less than four hours pay at the appropriate overtime rate. The employee must do any emergency work assigned to him by the Company in order to be entitled to the call-in pay. It is not a call-in when the proper 12 hour notice is given.
- 2) Anytime an employee is called to work from his home prior to the start of his shift and works into his shift, the employee shall receive a minimum of one hour's pay at the appropriate overtime rate. If the employee is on the premises and is asked to work prior to the start of his shift, he shall be due pay at the appropriate overtime rate.

10. "Scheduled" work is work for which 12 hours or more notice is given to the employee prior to the start of his shift. "Unscheduled" work is work for which less than 12 hours notice is given to the employee prior to the start of his shift.

11. Prearranged schedule changes in the employee's posted work schedule will be work for which 12 hours or more notice has been given. If an employee is not given proper notice, he will receive time and one-half for the first eight hours worked on his new scheduled shift. All scheduled shifts shall be a minimum of four hours.

12. Changes in working hours whereby schedules are extended by the addition of overtime hours immediately preceding or immediately following an employee's scheduled shift will not be considered a schedule change within the meaning of Paragraph 11 of this Section.

13. In order to cancel any scheduled overtime, eight hours notice must be given prior to the start of the employee's shift. If less than eight hours notice is given, the employee will be given the option to work or he will be paid at the appropriate overtime rate for one-half the overtime hours cancelled.

14. When an employee works 16 or more hours in any rolling 24 hour period, he shall be entitled to a 12 hour rest period, commencing immediately upon his release from work and lasting 12 consecutive hours thereafter. Compensation to the employee will be based on the following:

- a) Be paid at two times the straight-time rate of pay for all hours worked over 16 hours and for all hours worked in the 12 hour rest period,
- b) Be given a rest period at no loss of pay for any hours scheduled in his 12 hour rest period. If the employee's 12 hour rest period ends and there is a portion of a scheduled shift remaining, the employee may be given the option to waive the remainder of the affected shift without pay and with no penalty under the Absenteeism Control Program.

15. An employee must work 16 hours in a 24 hour period in order to be entitled to a 12 hour rest period. Pay that is received by an employee for hours not worked, such as personal day, holiday or workers' compensation pay, or the minimum one hour's pay due an employee in "report-in" situations, etc. does not count as time worked for the purpose of satisfying the 16 hour clause.

16. Overtime and premium pay shall not be pyramided, compounded, or paid twice for the same hours worked. All hours for which an employee receives pay shall be considered as time worked for the computation of overtime pay.

17. If an employee is more than 30 minutes tardy, his supervisor may send him home for the balance of that workday, in that event he shall not receive any pay for that day.

## SECTION 20. MEALS

1. If an employee is required to work past his scheduled quitting time two or more hours, the employee will be furnished a meal at Company expense and an additional meal at Company expense each four hours thereafter, or seven dollars in lieu thereof, as long as he continues to work.

Example: An employee whose schedule is 7:00 a.m. to 3:30 p.m. is required to work until 5:30 p.m. The employee is due a meal. If this employee continues to work until 9:30 p.m., another meal is due.

2. If an employee is called in for unscheduled work two to four hours before his scheduled starting time, the employee will be furnished a meal ("breakfast") at his scheduled starting time at Company expense or seven dollars in lieu thereof. Since the intent here is for the employee not to take the time to eat or prepare any meal prior to coming in to work, the Company will furnish the mid-shift ("lunch") meal or seven dollars in lieu thereof. If the employee ceases work at his scheduled quitting time, no additional meals will be paid.

Example: a) An employee whose schedule is 7:00 a.m. to 3:30 p.m. is called in for unscheduled work at 4:00 a.m. and works until his scheduled quitting time. The employee is due "breakfast" and "lunch."

Example: b) An employee whose schedule is 7:00 a.m. to 3:30 p.m. is called in for unscheduled work at 5:00 a.m. and continues to work through his schedule until 6:30 p.m. The employee is due three meals "breakfast", "lunch" and "supper".

3. If an employee is called in for unscheduled work more than four hours before his scheduled starting time and works into his scheduled shift, he will be furnished a meal or seven dollars in lieu thereof for each full four hour period worked prior to the scheduled starting time of the shift. The employee will also be furnished the mid-shift ("lunch") meal or seven dollars in lieu thereof. If the employee ceases work at his scheduled quitting time, no additional meals will be paid.

Example: An employee whose schedule is 7:00 a.m. to 3:30 p.m. is called in for unscheduled work at 1:00 a.m. and continues to work through his scheduled shift. The employee is due a meal at 5:00 a.m. He is also due the mid-shift ("lunch") meal.

4. If an employee is called in for unscheduled work and works over four hours, and the unscheduled work ends prior to the employee's scheduled shift, he shall be furnished a meal or seven dollars in lieu thereof for each continuous four hour period worked.

Example: An employee is called in for unscheduled work at 2:00 a.m. and works until 2:00 p.m. He is due a meal at 6:00 a.m., 10:00 a.m., and 2:00 p.m.

5. If an employee is given eight hours or more notice to report to work or if the employee is notified prior to leaving his duty station that he will be held over on his next scheduled shift, he will not be due meals. An employee given sufficient notice of the starting time for hours to be worked, but not given a designated quitting time, will receive meals as set forth in this Section as if no notice was given.

6. In addition to the provisions above, the following shall also apply for meals while the employee is on unscheduled overtime.

a) An employee whose unscheduled work has continued and he will not arrive at the ET&S office within three hours of his scheduled quitting time shall be entitled to: receive payment in lieu of a meal as set out above; or stop on the way back to the ET&S office and eat a meal at the rate not to exceed 10 dollars and paid time to eat his meal not to exceed 30 minutes.

- b) Time taken to eat (paid and unpaid) will not be used in the calculation toward the next meal due the employee. Time taken to eat beyond 30 minutes will be unpaid. The meal stop shall be used as reimbursement of one meal ticket.
- c) An employee who chooses to stop and eat shall notify the management of the ET&S Department. If the ET&S management cannot be reached, then the employee shall notify the Energy Control system supervisor of the stop.
- d) If an employee is called in for unscheduled overtime and works six hours or more, and if the unscheduled overtime work ends prior to the employee's scheduled shift, he will be permitted to stop on his way back to the ET&S office to eat a meal, as set out above in Paragraph 6.a).

7. Reimbursement for food purchase receipts or redemption of meal tickets will be monthly and may be paid in cash or by check.

8. The provisions in this Section are in no way intended to provide meals or meal money during "scheduled overtime." The intent of these Paragraphs is to provide the employee with the normal and regular meals that may be missed due to unscheduled work, not to provide additional meals.

#### **SECTION 21. SUPERVISORS WORKING**

1. It is understood and agreed that no supervisor or foreman will take the place of any employee and perform production work except in an emergency, or for the purpose of instruction and training, or to assure proper performance of work, to protect Company property, or to ensure safety of employees.

#### **SECTION 22. LEAVE OF ABSENCE**

1. By special written request from a seniority employee the Company in its sole discretion may grant a Personal Leave of Absence without pay for a maximum period of 30 days. Credit for Company seniority and employee benefit accrual during the granted Personal Leave of Absence shall not exceed the 30 day maximum.

2. An employee who is unable to work because of illness or injury may be granted a sick leave provided the employee furnishes the Company with a written statement from his physician verifying the sickness or injury. The employee may utilize his accumulated sick leave pay during the sick leave. The Company reserves the right to require a physical examination of the employee, at Company expense by a Company doctor, during any time of an authorized sick leave. If the employee is physically unable to return to his job classification or any other suitable job that he can be fitted by education, training or experience and in accordance with his departmental seniority, the employee will be determined to be eligible for long term disability. The qualifying period for long term disability is three months of continued disability resulting from a medically approved physical or mental condition. During absences covered by an authorized personal or work-related sick leave, credit toward seniority will continue as set forth in Paragraph 4.i) of Section 14. Credit toward other employee benefit accrual will continue for a period up to the employee's accumulated seniority not to exceed one year.

3. An employee who fails to return to work at the termination of his Personal Leave of Absence or sick leave will be treated as a voluntary quit.

4. Upon return to work, an employee shall be reemployed at his former job or at a job in line with his seniority, provided the employee can perform the job without training but receiving adequate instruction, and to a job which carried a rate of pay equal to or as near that of his former job as possible, provided there is such work available.



5. It is the Company's intent that the medical leave provisions shall be consistent with and in full compliance with the FMLA.

### **SECTION 23. SICK LEAVE PAY**

1. Commencing with the date of employment, all employees on the active payroll shall accumulate sick leave pay at the rate of eight hours at regular (straight-time) rate for each calendar month of continued employment. Accumulated sick leave will be payable only when a seniority employee is absent from and unable to work his scheduled workdays due to non-occupational sickness or injury. In no event will sick leave be paid in excess of sick leave accrued at the time the absence occurs. During the probationary period an employee shall not be eligible for sick leave pay.

2. Although an employee may accrue an unlimited amount of sick leave, in the case of illness or injury he will not be allowed to take more than 13 weeks sick leave in any one continuous period after which he will be eligible to apply for long term disability.

3. Personal illness shall mean an employee being unable to work due to a sickness, or accidental personal injury not arising from participation in outside gainful occupation or unlawful activities and shall specifically exclude injury arising out of or in the course of employment with the Company.

4. The Company reserves the right to have an employee examined by a doctor of its choice concerning the verification or continuation of the employee's illness, injury, or surgery. If an employee is instructed by Management that verification is needed, such verification will be at Company expense and the physician will be designated by the Company. An employee who fails to satisfactorily verify his reason for absence for the entire period or who refuses or fails to submit the verification as instructed, will not be paid and will be subject to discipline.

5. Accumulated sick leave will not be paid to employees leaving for any reason, the employ of the Company.

6. When an employee is unable to report for work due to a sickness or injury as defined above, he must report this fact to his immediate supervisor or other management personnel at the earliest possible time, but in no event later than 15 minutes prior to the scheduled time to commence work, otherwise the employee will receive no sick leave allowance for the day.

7. The Company is aware that there are times when absences and extended leaves associated with personal or work-related sickness or injury are not known in advance. However, when such absences are known in advance, the employee should promptly notify the Company as to the time and date of a physician's appointment. For absences of a longer period of time, the employee should promptly notify the Company as to the beginning date and anticipated duration of the leave. The intent here is to keep the Company informed in advance so that supervision can plan and schedule work in the most efficient manner.

8. Employees receiving sick leave pay under the provisions of this Section shall receive holiday pay in lieu of sick leave pay in the event a holiday falls during such sick leave period.

9. For absences of three or more consecutive workdays, a satisfactory medical doctor's certificate must be presented.

### **SICK LEAVE PAY OPTIONS**

10. An employee who needs to be absent from work due to a non work-related illness or injury may, at his option, use accumulated sick leave as set out below:

- a) He may receive full sick leave pay at his base wage rate in effect on the day of absence, provided he furnishes the Company with a medical doctor's certificate satisfactorily verifying the need for the absence.
- b) He may receive sick leave pay at 80 percent of his base wage rate in effect on the day of absence without submitting a medical doctor's certificate. This option may be used a maximum of two days per calendar year and for a period not to exceed two consecutive workdays.
- c) In lieu of receiving pay as set forth in a) or b) above, an employee may be absent for up to two consecutive days and elect to receive no pay.

#### SERIOUS ILLNESS OF EMPLOYEE'S SPOUSE OR DEPENDENT CHILD

11. Accumulated sick leave may be utilized by employees when a spouse or dependent child is:

- a) Seriously ill or injured,
- b) In the hospital or having out-patient surgery or treatment,
- c) Recovering at home from an illness, injury, or surgery.

12. In all absences associated with the spouse or dependent child, the employee must present a written medical doctor's certificate satisfactorily verifying the need for the employee's presence, the nature of the relative's illness, injury, or surgery and the starting and ending dates of the absence. An employee who fails to satisfactorily verify his reason for absence, or who refuses or fails to submit the verification as instructed, will not be paid and will be subject to discipline.

13. The maximum utilization of accumulated sick leave for incidents of serious illness, injury, or surgery to the employee's spouse or dependent child shall not exceed five days [40 straight-time hours] in any calendar year. In the event a serious illness, injury, or surgery to the employee's spouse or dependent child requires the employee to be absent from work for more than 15 scheduled straight-time workdays during a calendar year, the employee may utilize his accumulated sick leave to cover absences beginning with the 16th day. A doctor's statement is required which satisfactorily verifies the need for such long term absence.

#### PARTIAL SICK DAY ABSENCES

14. Employees may use accumulated sick leave for partial sick day absences for legitimate medical reasons, provided that all provisions set out below are met:

- a) Accumulated sick leave may be used in increments, subject to the employee's discretion, of up to four full straight-time hours (five full straight-time hours if on a four 10-hour day schedule). Partial sick day absence may be used for personal illness or off-the-job injury, or for medical and dental appointments of the employee and eligible dependents.
- b) To receive pay for a partial sick day absence, an employee must give at least 16 hours notice of the absence prior to the starting time of his scheduled straight-time shift, and present upon return to work a medical doctor's certificate verifying the illness or injury.
- c) If an employee becomes sick while at work and must leave work the notice requirement will be waived, and the employee will be compensated for the full period of sick day absence. The medical doctor's certificate verifying the reason for absence is also waived unless the employee is instructed before leaving work that verification of his partial day absence is needed.
- d) Each partial sick day absence will be charged under the Absenteeism Control Program.

## **SECTION 24. WORKERS' COMPENSATION PAY**

1. A regular full-time employee who is absent from work because of an industrial illness or injury shall have his lost wages reimbursed at a rate of 75%, commencing on the fourth consecutive full working day of the absence. Pay will be computed at the employee's base straight-time rate in effect at the onset of the illness or injury, on the basis of his 40 hour workweek, and exclusive of shift premium or any other premium pay.

2. The 75% reimbursement program remains effective for a maximum of 13 weeks, provided the employee remains on a verifiable work-related disability. Thereafter, the maximum reimbursement due an employee off on a verifiable extended work-related illness or injury shall be a maximum of 66 2/3% of the employee's base straight-time rate in effect at the onset of the illness or injury. The 66 2/3% maximum benefit is paid jointly under the terms and conditions of Workers' Compensation and the Long Term Disability Policy.

3. If an illness or injury occurs on the job, the Company must be notified immediately and the illness or injury must be verified by a medical doctor's certificate.

4. If an employee is absent for eight or more consecutive working days for an industrial illness or injury, he shall be compensated as set forth above, for the first three working days of the absence.

5. This benefit will continue as long as the employee remains disabled and eligible for Workers' Compensation from the insurance carrier. Thereafter, additional benefits are payable under the terms and conditions as set forth in the Long Term Disability Policy.

6. Successive disabilities separated by less than 10 consecutive working days of regular full-time work will be considered as the same disability, unless the subsequent disability is due to a different cause.

7. An employee shall not lose any straight-time pay for a partial day absence due to an industrial illness or injury.

8. An employee who fails to return to work at the termination of his Workers' Compensation leave will be treated as a voluntary quit.

9. The Company reserves the right to have an employee examined by a doctor of its choice concerning the verification or continuation of a work-related illness or injury.

## **SECTION 25. PERSONAL DAY PAY**

1. Each seniority employee on the active payroll shall have two personal days each calendar year. The employee will be paid eight hours (10 hours if on a four 10-hour day schedule) at his straight-time rate in effect on the date a personal day is taken.

2. The absence for a paid personal day shall be a non-chargeable occurrence under the Absenteeism Control Program.

3. When an employee needs to take a personal day, he should report this fact to his immediate supervisor or other management personnel at the earliest possible time, but in no event later than 15 minutes prior to the scheduled time to commence work, otherwise the employee will receive no pay for the day and the absence becomes a chargeable occurrence.

4. An unused personal day cannot be carried over to the next calendar year. For any personal day not taken by December 31, the employee shall receive eight hours pay (10 hours if on a four 10-hour day

schedule) at his straight-time rate in effect on that date. An employee can choose to take a cash-out of his personal day(s) before December 31.

5. Paid personal days may be taken up to and including December 31. However, a paid personal day cannot be taken on a Saturday, Sunday, or a holiday. (A personal day is not a holiday.) If an employee decides to take a personal day after November 30, he must schedule it in advance during the time period between November 1 and November 15. The cash-out received for an unused personal day does not count toward overtime.

6. A probationary employee is entitled to the paid personal days if he completes his probation period prior to December 30. If he completes his probation period on December 30, he is entitled to take or cash-out one personal day. He is not entitled to a paid personal day if he completes his probation period on December 31.

## **SECTION 26. FUNERAL LEAVE**

1. In the event of a death in the employee's immediate family, the employee will be granted four consecutive calendar days off without loss of pay from the straight-time workdays he would have worked, provided one of the days absent is the day of the funeral.

The immediate family is defined as:

- a) spouse
- b) parent or stepparent (funeral leave is available to the employee for one mother and one father during employment with the Company)
- c) spouse's parent or stepparent (the limitation as set out for the employee's parent shall also apply)
- d) employee's brother, sister, half-brother, or half-sister
- e) employee's children or the children of the spouse, provided they are stepchildren who live or who have lived in the employee's home in a normal parent/child relationship

2. In case of a death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee will be granted three consecutive calendar days off without loss of pay from the straight-time workdays he would have worked, provided one of the days absent is the day of the funeral.

3. In case of a death of a stepchild not related to the employee's current spouse, the employee will be granted one day off without loss of pay from the straight-time workday he would have worked provided:

- a) the day absent is the day of the funeral, and
- b) the stepchild lives or has lived in the employee's home in a normal parent/child relationship.

4. It is an employee's option when he starts his funeral leave, provided one of the days is the day of the funeral, and provided he gives advance notice to supervision of his days of absence.

5. An employee will receive eight hours straight-time pay (10 hours if on a four 10-hour day schedule) for each funeral leave day that is a scheduled straight-time workday. In addition, if he is scheduled to work on a Saturday or Sunday, the employee will be allowed off for funeral leave, without pay.

6. The funeral leave benefit in all cases is contingent upon the honest reporting of the relative that has passed away and the employee's attendance at the funeral.

7. Only those step-relatives specifically identified above are covered by funeral leave.

## **SECTION 27. JURY DUTY**

1. Employees serving on jury duty shall not lose straight-time pay (exclusive of shift premium) on that account.

2. An employee who is required to report for jury duty before noon shall, upon request and notification to his supervisor, be excused from reporting for work prior to reporting for jury duty and shall be required to return to work only if released from jury duty at, or prior to, the expiration of four hours from his scheduled starting time (five hours from his starting time if on a four 10-hour day schedule).

3. An employee subpoenaed to testify and who testifies in a civil or criminal judicial proceeding not involving the employee, his family, or any interest of the employee, will suffer no reduction in straight-time pay for time lost in testifying, and will be paid the difference between money received for honoring the subpoena and normal straight-time earnings, exclusive of shift premium, provided the employee provides prompt notice of his receipt of the subpoena.

4. The Company may require for each day, in such form as it deems necessary to the conduct and administration of this provision, evidence of the employee's requirement to report for jury duty, or to honor a subpoena, proof of attendance, time of reporting, time of release and amounts received as compensation.

## **SECTION 28. HEALTH AND SAFETY**

1. A physical examination is required before hiring and may be required during an employee's employment at the discretion of the Company.

2. The Company will continue its present practice in regard to maintenance of proper housekeeping, safety equipment, sanitary health and safety protection for all employees.

3. The Union and the employees agree to cooperate fully with the Company in order to promote safety in all work locations by the observance of all safety regulations and by performing their work in a safe and careful manner, at all times. Employees will promptly report unsafe conditions or defective equipment to their supervisor. There will be safety meetings and copies of the meeting minutes will be forwarded to the Union's Business Manager. The chief steward will be the safety representative and will meet with the Manager of Transmission, or his designee, once a month for the discussion of safe work practices and conditions.

4. In case of a work-related injury, regardless of how small, the employee must notify his supervisor. In case of a work-related injury that results in lost time from work or requires medical treatment other than first aid, the employee must complete the Employer's First Report of Injury as required by OSHA. Copies of the Employer's First Report of Injury will be forwarded to the Union's Business Manager.

5. The Company shall distribute to all employees a Safety Manual for their guidance and instruction as to safe work practices. Every employee shall become familiar with the rules of the Safety Manual as they apply to his work activities. While the rules of the Safety Manual will cover as many working situations as possible, it should be understood that it is impossible for the manual to cover all situations. The Company will, when it is necessary, establish additional safety rules and regulations which will be distributed to all employees. The Company will forward to the Union's Business Manager advance notice of any new safety rules.

6. In conjunction with 49CFR (Code of Federal Regulations) 391.41 through 391.49, the Company will pay for all testing and licensing expenses associated with employees obtaining and retaining a DOT (Department of Transportation) Operators License.

7. The Company will reimburse each employee \$95.00 for safety shoes once a calendar year. Steel toed caps for shoes will not be acceptable. The Company will also reimburse \$95.00, once a calendar year, towards the purchase of lineman's climbing boots for any employee whose work for the Company necessitates the purchase of such boots. Receipt of purchase is required for any reimbursement under this Paragraph. Employees shall have the option to combine two calendar years for a single purchase (four years if for lineman's boots). The employee shall declare his option when the receipt is submitted.

8. The Company will furnish the uniforms to be provided in the Company's clothing policy regarding exposure to energized circuits. The Company will also furnish T-shirts bearing the Company logo that comply with the policy. The T-shirts are to be laundered by the employee. The clothing furnished by the Company under this provision is required to be worn by the employee, except he can choose to wear the T-shirt without the uniform shirt when and where allowed in the clothing policy.

#### **SECTION 29. EMERGENCY RESCUE TEAM**

1. All Emergency Rescue Team (ERT) members shall meet and maintain the required physical standards set out in the Company's Emergency Rescue Team Policy. ERT members will be expected to respond to hazardous chemical spill and confined space emergencies where employees are in need of being rescued.

2. The ERT shall be staffed on a volunteer basis.

3. The Company shall provide training for rescue team members as stated below:

a) Three days of initial training for employees joining the rescue team.

b) Eight hours of training which includes at least one drill per year for each ERT member.

c) Any additional training required by ERT members to acquire or maintain skills sufficient to perform emergency rescues or training required to acquaint ERT members with new equipment will be conducted on an as needed basis, as determined by the corporate safety administrator.

4. Injuries that result from an ERT member's rescue efforts, while at work, are covered by Workers' Compensation.

5. All volunteers for the ERT will be accepted on the basis of bargaining unit seniority. However, employees who hold positions outside of the Company at the time they volunteer such as volunteer firemen, policemen, emergency medical technicians, etc. will be given priority selection. The selection process for this group will also be based on bargaining unit seniority.

6. Employees who volunteer for the ERT shall do so with the understanding that they must remain on the ERT for a minimum of one year. It is understood by the parties that an employee who has an unknown medical condition may volunteer and be accepted into the ERT. Upon discovery of a condition that disqualifies an employee from being an ERT member, the employee shall be allowed to exit the ERT without completing the one year minimum service requirement.

7. Employees interested in withdrawing from the rescue team may do so after the minimum one year of enrollment, provided 60 calendar days written notice is submitted to the Company.

8. ERT members shall be identified by either a special hard hat or insignia.

9. Employees selected for the ERT who have passed the physical examination required to be an ERT member shall earn additional vacation days, as set out below:

- a) One vacation day will be credited to the employee's vacation account following the successful completion of the initial three days of rescue training. Once credited, this vacation day will be immediately available for use. Thereafter,
- b) Beginning either June 30 or December 31, depending upon when the employee became an ERT member, one additional vacation day will be credited to the employee's vacation account following the completion of six \* months of service.

Example: An employee who completes the rescue training on December 1, 1998, will be credited with one vacation day. Following the completion of six months of service (June 30, 1999) as an ERT member, one additional vacation day will be credited to the employee's vacation account. This process of crediting an employee's vacation account with one vacation day will continue each June 30, and each December 31, provided the employee remains an ERT member.

\*The first time period for earning an additional vacation day typically will be longer than six months. However, the first vacation day earned by joining the ERT offsets this additional time.

- c) Vacation days earned by being an ERT member will be credited to the employee's regular vacation account and may be used or paid to the employee upon termination, resignation, or retirement, according to the Vacations section of this Agreement, except that the vacation day credited under 9.a) above upon completion of the initial three days of training will be immediately available for use.
- d) An ERT member will continue to earn service for the accrual of ERT vacation days while on sick/workers' compensation leave until the employee is placed on long term disability.
- e) A vacation day earned by an ERT member when on a four 10-hour day schedule will be 10 hours.

10. The Union or the Company may withdraw from this ERT Section in its entirety at the expiration of this Agreement.

**SECTION 30. VACATIONS**

- 1. All employees must be continuously employed on the active payroll as full-time employees, by January 1 of each current year, to receive any vacation pay. The vacation year shall be the calendar year.
- 2. The Company will grant paid vacations in accordance with the following schedule beginning January 1, 2013:

| Length of Continuous Service As of January 1 of the vacation year | Hours Paid At Straight-Time                        |
|---|--|
| a) Less than 12 months continuous service                         | 8 hours per full month up to a maximum of 80 hours |
| b) More than one year but less than five years continuous service | 80 hours   |

|  |           |
|--|-----------|
| c) After five years continuous service | 104 hours |
| d) After nine years continuous service | 112 hours |
| e) After 10 years continuous service   | 120 hours |
| f) After 11 years continuous service   | 128 hours |
| g) After 12 years continuous service   | 136 hours |
| h) After 13 years continuous service   | 144 hours |
| i) After 14 years continuous service   | 152 hours |
| j) After 15 years continuous service   | 160 hours |
| k) After 25 years continuous service   | 184 hours |

3. "Continuous service" in this Section is defined as time actually spent performing productive work for the Company and does not include time away from work for any cause or reason whatever, except approved leaves of absence or vacations.

4. Employees eligible to receive vacation benefits under this Section, who resign, retire, terminate, or are laid off, shall receive pay in lieu of vacation benefits accumulated to the time of separation on the following basis:

- a) They shall receive pay for one-twelfth (1/12) of the applicable vacation hours earned for each month worked during the current vacation accrual year. The vacation accrual year is the calendar year commencing with each January 1 and ending December 31. A month's work will be defined as any calendar month in which the employee works 120 hours.
- b) In order to be entitled to any pay under this Paragraph, all persons who resign or retire must give proper notice by submitting a "resignation notice" to his supervisor at least two weeks (14 calendar days) prior to the desired date of termination or separation. Employees who fail to submit proper notice will forfeit all accrued vacation entitlement.

5. All discharged employees will receive pay for vacation accrued prior to the year of termination.

6. All vacation requests are to be turned in by February 1. The Company will post vacation schedules by March 1. All vacation requests turned in after February 1 will be on a first-come, first-serve basis. Vacations will be granted based on employees' bargaining unit seniority provided the Company maintains the proper balance of skills, experience and job knowledge.

7. An employee will ask his supervisor before his vacation commences about his work schedule (shift, starting and quitting times) for the first scheduled workday upon his return from vacation. If it is



necessary to change an employee's work schedule while he is on vacation, the change will be made in accordance with the 12 hour notice provisions of the Hours, Overtime and Premium Pay section of this Agreement.

8. Subject to the approval of the employee's supervisor, employees will be permitted to trade vacation periods with other employees within their job classifications.

9. A maximum of 184 hours vacation credit may be carried from one calendar year to the next. Vacation credit is accrued in the calendar year prior to the calendar year in which it can be used. If an employee foregoes his vacation at the request of the Company, the Company shall in lieu thereof pay the employee his vacation pay over and above his ordinary pay.

Example: An employee with five years of continuous service has 184 hours vacation credit accumulated on December 31. On the following January 1 this employee has a total of 288 hours of vacation credit available for use in the new calendar year. (184 hours "carryover" plus 104 hours accrued during previous year equals 288 hours available in the new calendar year.) This employee can use all 288 hours during this new calendar year if it is mutually agreeable with his immediate supervisor. If this employee fails to use 104 hours vacation time during this new calendar year, he will lose all hours above 184 on December 31 since this is the maximum allowable for carryover into the next calendar year.

### **SECTION 31. HOLIDAYS**

1. All active, full-time regular employees with seniority shall receive eight hours pay at their straight-time rate in effect on the day of the holiday.

2. An employee who works on a day observed as a holiday shall be compensated as follows:

a) He shall be paid for all hours worked on the holiday at a rate of time and one-half his straight-time rate in effect on that day.

b) He shall receive eight hours holiday pay at his straight-time rate in effect on that day.

3. When an employee works temporarily upgraded on a day observed as a holiday, he will receive holiday pay, as set out above, at the appropriate temporary upgrade rate.

4. If an employee is scheduled to work on a holiday and fails to work, he will not be paid for the holiday unless his absence is excused by the Company.

5. An employee that does not work the holiday shall receive holiday pay under the following conditions:

a) He must work or receive pay for all the hours of his scheduled shift on the last workday preceding such holiday(s), and he must work or receive pay for all the hours of his first scheduled shift immediately following the holiday(s).

b) If an employee is absent on one of the qualifying days for a reason that is non-payable under the provisions of this Agreement, such absence will not result in the loss of holiday pay if the reason is substantiated by the employee and accepted by the Company.

c) No holiday pay is due an employee who is absent on both of the qualifying days for a non-payable reason.

- d) If an employee is tardy and the Company does not invoke Paragraph 17 of Section 19, the employee shall receive holiday pay.
- e) Holiday pay is not paid an employee on disciplinary suspension on both of the qualifying days. The holiday(s) is counted as part of the suspension period.
- f) Holiday pay is not paid an employee who is on long term disability on both of the qualifying days.
- g) Holiday pay is not paid in lieu of workers' compensation pay, however holiday pay is paid in lieu of sick pay.

6. During this Agreement there shall be 10 paid holidays as follows:

|                  |                           |
|------------------|---------------------------|
| New Year's Day   | Veteran's Day             |
| Good Friday      | Thanksgiving Day          |
| Memorial Day     | Friday after Thanksgiving |
| Independence Day | Christmas Eve             |
| Labor Day        | Christmas Day             |

7. In the event a holiday occurs on any employee's scheduled day off, the preceding scheduled workday (if in the same 7 day calendar week) will be observed as the holiday.

8. In the event a holiday occurs on any employee's scheduled day off at the beginning of the same 7 day calendar week such that Paragraph 7 cannot be applied, the next scheduled workday will be observed as the holiday.

9. Employees assigned to work a four 10-hour day workweek shall receive 10 hours holiday pay for any holiday that occurs in that workweek; and in that case, all provisions of this Section that refer to eight hours holiday pay shall apply to 10 hours holiday pay.

**SECTION 32. HEALTH AND WELFARE**

1. The details covering such matters as eligibility, coverage continuation, benefits and covered services, deductibles, exclusions and limitations, coordination of benefits, termination of coverage, conversion privileges, and all other terms and provisions of the plans referred to in this Section shall be as specifically provided or set out in the plan documents.

**MEDICAL INSURANCE – ACTIVE EMPLOYEES**

2. Each employee is entitled to the group health coverage provided to, and on the same basis as, all other regular full-time employees of the Company. The Company retains the right in its sole discretion to modify the terms, conditions, and level of benefits under the group health coverage, after offering to meet and discuss such changes with the Union, so long as benefits for employees covered by this Agreement are the same as provided to other full-time employees of the Company.

3. The Company and the employees will co-share the cost of the medical premiums. The employee's contribution to the cost of coverage will depend on the coverage he has. The monthly employee contribution percentage and fixed amounts in effect on October 14, 2012, will remain in effect until January 1, 2013. The monthly employee contribution effective January 1, 2013, will be nine percent of the cost, but no more than the following:

|                                  |          |
|----------------------------------|----------|
| Employee Only                    | \$ 65.00 |
| Employee and Spouse              | 140.00   |
| Employee, Spouse, and Child(ren) | 190.00   |
| Employee and Child(ren)          | 125.00   |

The employee's contribution will be made through payroll deduction on a pre-tax basis.

#### MEDICAL INSURANCE – RETIREES

4. Group medical coverage is available for employees who retire on or after age 62; provided that those hired or transferring into the transmission division after October 14, 2012, must also have 10 or more years of service. The Company and retiree will co-share the cost of the medical premiums on an 85/15 basis (85% Company, 15% retiree). Coverage is also available for the retiree's spouse during the period of time that the retiree is between the ages of 62 and 65. The cost to the retiree and/or spouse for the spouse's coverage is 15% if the spouse is between the ages of 62 and 65, and 75% if the spouse is less than 62. The Company will provide Medicare supplement coverage at age 65. To be eligible for the Medicare supplement coverage, the participant must enroll in Medicare Part B. The cost to the participant is 75 percent of the Medicare supplement premium rate. Coverage may also be continued for the retiree's spouse, with the coverage and cost dependent on the spouse's age, as indicated in this Paragraph.

#### MEDICAL INSURANCE – DISABLED EMPLOYEES

5. If an employee becomes disabled as a result of an injury or an illness while employed by the Company, group health coverage will be provided for him on the following basis:

- a) Coverage will be provided for the first 12 months of disability, beginning with the first day of disability (the day following the last day worked), with the employee paying the same as an active employee.
- b) After 12 months of disability, coverage will be provided on an 80/20 co-shared basis, with the employee paying 20 percent of the monthly premium, except that coverage for employees on long term disability as of October 14, 2012, will be on an 85/15 co-shared basis.

6. The Company's active group health coverage will continue until the disabled employee becomes eligible for Medicare as a result of his disability, at which time the Company will provide Medicare supplement coverage. To be eligible for the Medicare supplement coverage provided by the Company, the disabled employee must enroll in Medicare Part B. The cost to the disabled employee for the supplemental coverage is 75 percent of the Medicare supplement premium rate.

7. The Company's applicable health coverage for the disabled individual will continue for the duration of the disability regardless of his employment status with the Company; provided that the health coverage will terminate when the individual (i) reaches age 65, (ii) recovers from the disability, (iii) accepts other employment, (iv) ceases to pay the required monthly premiums, or (v) can no longer provide proof of disability.

8. If an employee who becomes disabled has dependent coverage as of the first day of disability, the coverage may be continued on the same basis as set out in Paragraph 5 above. Dependent medical coverage may continue up to the fifth anniversary of the date the employee qualified for long term disability, or until the employee's earlier termination of employment. Any continuation of coverage thereafter will be that available under COBRA, except that the amount to be paid for spousal coverage shall be that called for under Paragraph 4 above if the employee is between the ages of 62 and 65 on the date that dependent coverage would terminate but for COBRA.

## OTHER INSURANCE

9. The Company shall provide employee life and AD&D insurance, with the amount of life insurance equal to two times the employee's annual base pay, and the amount of AD&D insurance equal to the life insurance amount. The Company shall also provide \$10,000 of life insurance on the employee's spouse and each dependent child, and \$100,000 of business travel accident coverage on each employee. The cost of the insurance shall be paid by the Company.

10. Each employee is also entitled to the dental insurance and vision insurance provided to, and on the same basis as, all other regular full-time employees of the Company. The cost of dental insurance on the employee is paid by the Company. Dependent dental coverage is optional, and the cost is co-shared by the Company and the employee on an 80/20 basis (80% Company, 20% employee). The cost of vision insurance on the employee is paid by the Company, up to a monthly maximum of \$8.00, with an amount equal to the employee-only coverage cost (subject to the \$8.00 maximum) being applied to offset the cost for employee and dependent coverage (i.e., employee and spouse; employee, spouse, and child; employee and child).

11. For an employee who becomes disabled, the life, AD&D, dental, and vision insurance provided for him and/or his dependents will or may continue for one full year, beginning with the first day of disability. Thereafter, AD&D and dependent life insurance will cease, and the employee's life insurance will continue only where approved (premium waived) by the carrier. Dental and/or vision coverage may continue after one full year, up to the third anniversary of the date the employee qualified for long term disability, with the employee paying 100% of the cost.

## LONG TERM DISABILITY

12. The Company will pay the cost of long term disability insurance that provides the same level of benefits in effect as of the commencement date of this Agreement, which is 66 2/3% of the employee's base pay rate, up to a maximum monthly benefit of \$4,000.

13. An employee on long term disability must become eligible for Social Security disability benefits as of the second anniversary of the date he qualified for long term disability, or be in the process of appealing a Social Security benefit denial, if he is to continue receiving long term disability benefits on or after that date. If a decision on the appeal in process has not been rendered as of the two year expiration date, the long term disability benefit will decrease by the amount the employee would otherwise be entitled to receive from Social Security. If the employee later receives a favorable decision on the appeal, the long term disability benefit will continue as set out in the plan document. If the employee loses his appeal, his coverage will cease and if he is unable to return to work at that time, he shall be terminated.

## SECTION 33. PENSION

1. All bargaining unit employees actively employed by the Company as of October 31, 2008, may remain, or upon meeting the eligibility requirements set out in the plan, may become, members of the Bargaining Employees Retirement Plan. The Company currently pays the entire cost of the plan. Any other person who is not an active member of the plan on October 31, 2008, which includes retired, disabled, and terminated members, as well as any persons hired after that date, shall not become an active member on or after November 1, 2008, unless he was an active member of the Salaried Employees Retirement Plan prior to January 1, 2008, and immediately prior to becoming a bargaining unit employee on or after November 1, 2008.

2. Credited service for purposes of calculating benefits under the Bargaining Employees Retirement Plan, for employees who become and remain totally and permanently disabled, shall include the period from the date the employee became eligible for long term disability benefits to the fifth anniversary of that date; provided that this provision shall not provide credited service in excess of the credited service to which he is entitled upon normal retirement or earlier termination of employment.

3. For bargaining unit employees hired on or after November 1, 2008, the pension plan is the Bargaining Employees Retirement Savings Plan, consisting of two parts: a retirement section providing for unmatched non-elective employer contributions; and a thrift and 401(k) savings section providing for employee and matching employer contributions. The retirement section calls for employer contributions into a retirement or base contribution account, based on graduated percentages of base pay, depending on the employee's age.

|     |               |              |              |              |              |              |              |            |
|-----|---------------|--------------|--------------|--------------|--------------|--------------|--------------|------------|
| Age | <u>&lt;33</u> | <u>33-36</u> | <u>37-40</u> | <u>41-44</u> | <u>45-48</u> | <u>49-52</u> | <u>53-56</u> | <u>57+</u> |
| %   | 5             | 6            | 7            | 8            | 9            | 10           | 11           | 12         |

The thrift and 401(k) savings section allows employees to contribute or defer base pay on an after-tax basis (thrift savings), a pre-tax basis (401(k) savings), or both. The matching employer contribution is 60% of the first 6% of base pay contributed by the employee on a pre-tax basis.

4. Employees are eligible to participate in the Bargaining Employees Retirement Savings Plan, for purposes of receiving the employer base contributions and/or matching contributions, on the first day of the month coincident with or next following completion of a 12 consecutive month period during which the employee earns 1,000 hours of service. For purposes of making employee thrift and 401(k) savings contributions, employees are eligible as of the first of the month coincident with or next following completion of their first hour of service.

5. Employees who are active members of the Bargaining Employees Retirement Plan shall be eligible to participate in the Bargaining Employees Retirement Savings Plan, and prior to November 1, 2008, remain eligible to participate in the predecessor savings plan, the Bargaining Employees Savings Plan, for purposes of making employee thrift and 401(k) savings contributions and receiving employer matching contributions. They shall not be eligible for purposes of receiving the employer base contributions.

6. The details covering the provisions of the Retirement Plan and the Retirement Savings Plan shall be as specifically provided in the plan documents, and are subject to IRS rules and regulations. Effective January 1, 2009, loans from thrift and 401(k) savings shall be limited to no more than two outstanding at any time, excluding loans made prior to January 1, 2009.

**SECTION 34. BULLETIN BOARDS**

1. The Company shall provide bulletin boards to be used for the posting of Union notices of elections, meetings, appointments, and Union recreational and social affairs. Prior to posting, all materials must be approved by the Human Resources Department or the chief steward may have materials approved by the Manager of Transmission. There shall be no posting by employees of pamphlets, advertising or political materials, notices of any kind or literature upon Company property.

**SECTION 35. ET&S VISITATION**

1. An accredited Union representative may visit ET&S at reasonable times during working hours. The representative will notify the Company prior to the visit and will secure permission from the Human Resources Department prior to the visit, and such visits will not be permitted if they interfere with the operations of ET&S. Such visits shall be limited to participation in the adjustment of a pending grievance as provided for in the grievance procedure under this Agreement, or to make a physical inspection of ET&S operations necessary to process a pending grievance. Such visits will not be permitted if they are abused or if they interfere with production or with employees while at work.

**SECTION 36. SEPARABILITY**

1. If any provision of this Agreement is invalidated by legislation or by decision of a court of competent jurisdiction, such invalidation shall apply only to the provision or provisions expressly invalidated, and all remaining portions of this Agreement shall remain in full force and effect. The Company and the Union shall meet to renegotiate the invalidated provision or provisions.

**SECTION 37. HOURLY WAGE RATES AND LABOR GRADE CLASSIFICATION ASSIGNMENTS**

1. All basic hourly wage rates paid by the Company to bargaining unit employees in the respective labor grades are listed below.

First year hourly wage rates from October 15, 2012 through October 14, 2013

Second year hourly wage rates from October 15, 2013 through October 14, 2014

Third year hourly wage rates from October 15, 2014 through October 14, 2015

Fourth year hourly wage rates from October 15, 2015 through October 14, 2016

**LABOR GRADE 1**

|          | First Step | Second Step | Top Step |
|----------|------------|-------------|----------|
| 1st year | \$30.56    | \$31.82     | \$33.04  |
| 2nd year | \$31.25    | \$32.54     | \$33.78  |
| 3rd year | \$31.95    | \$33.27     | \$34.54  |
| 4th year | \$32.67    | \$34.02     | \$35.32  |

Classifications: Senior Technician, Senior Lineman, Senior Equipment Mechanic, (Grandfathered) Right-of-Way Maintenance "A"

Advancement to a Labor Grade 1 Senior Journeyman position shall occur only through the job bid and request for transfer provisions.

**LABOR GRADE 2**

|          | First Step | Second Step | Top Step |
|----------|------------|-------------|----------|
| 1st year | \$26.01    | \$27.80     | \$29.99  |
| 2nd year | \$26.60    | \$28.43     | \$30.66  |
| 3rd year | \$27.20    | \$29.07     | \$31.35  |
| 4th year | \$27.81    | \$29.72     | \$32.06  |

Classifications: Technician, Equipment Mechanic, Lineman, Right-of-Way Maintenance "A" a)

a) Labor Grade 2 applies to all employees who enter the Right-of-Way Maintenance "A" classification on or after October 15, 2008.

**LABOR GRADE 3**

|          | First Step | Second Step | Top Step |
|----------|------------|-------------|----------|
| 1st year | \$26.01    | \$26.91     | \$27.80  |
| 2nd year | \$26.60    | \$27.52     | \$28.43  |
| 3rd year | \$27.20    | \$28.14     | \$29.07  |
| 4th year | \$27.81    | \$28.77     | \$29.72  |

Classifications: Storekeeper, Right-of-Way Maintenance "B"

**LABOR GRADE 4**

|          | First Step | Second Step | Top Step |
|----------|------------|-------------|----------|
| 1st year | \$22.77    | \$23.54     | \$24.31  |
| 2nd year | \$23.28    | \$24.07     | \$24.86  |
| 3rd year | \$23.80    | \$24.61     | \$25.42  |
| 4th year | \$24.34    | \$25.16     | \$25.99  |

Classifications: Assistant Storekeeper, Groundman, Utility

**LABOR GRADE 5**

|          | First Step | Second Step |
|----------|------------|-------------|
| 1st year | \$19.79    | \$21.24     |
| 2nd year | \$20.24    | \$21.72     |
| 3rd year | \$20.70    | \$22.21     |
| 4th year | \$21.17    | \$22.71     |

Classification: Laborer

**APPRENTICE LINEMAN – EIGHT PERIODS**

| Period     | % of Top Step Lineman Rate | Minimum Cumulative Hours |
|------------|----------------------------|--------------------------|
| 1st Period | 55%                        | 0-1000                   |
| 2nd Period | 60%                        | 1000-2000                |
| 3rd Period | 65%                        | 2000-3000                |
| 4th Period | 70%                        | 3000-4000                |
| 5th Period | 75%                        | 4000-5000                |
| 6th Period | 80%                        | 5000-6000                |
| 7th Period | 85%                        | 6000-7000                |
| 8th Period | 90%                        | 7000-8000                |

In addition to the minimum cumulative hours, advancement to the next consecutive period within the apprenticeship program requires satisfactory progress/performance on the job, and satisfactory completion of related classroom training. Upon successful completion of the apprenticeship program, the employee shall receive 100% of the Second Step Lineman rate.

1. The Company, at its discretion, may designate one or more bargaining unit employees as crew leader(s). Crew leaders shall be selected from employees at the top step in Labor Grade 1, and shall receive pay at a rate equal to 104% of that top step. In addition to the tasks performed as employees in their senior journeyman classifications, crew leaders, in cooperation with their immediate supervisor and the Manager of Transmission, shall be responsible for the safe and efficient management of their crews. Crew leaders shall have no authority to discipline employees. When a crew leader is absent from work, the Company may temporarily upgrade another Labor Grade 1 top step employee to serve as crew leader. The decision to fill a crew leader position, the employee selected from those at the top step in Labor Grade 1, and the decision to remove an employee from a crew leader position, will be at the Company's discretion. An employee offered the position of crew leader may refuse to accept. An employee designated as crew leader may choose to resign the position.

**SECTION 38. STEP RATE PROGRESSION**

1. All employees will progress to the next step rate on his classification anniversary date, until he reaches the top rate of his Labor Grade, provided he is qualified to do the job.

**SECTION 39. ESTABLISHED LINES OF PROGRESSION**

1. Employees will progress through the established lines of progression set out below within the following departments: right-of-way maintenance, equipment maintenance, substations, lines, metering, warehousing, and communications.

**Right-of-Way Maintenance**

- 1. Maintenance "A" (R/W)
- 2. Maintenance "B" (R/W)
- 3. Utility (R/W)

**Substations**

- 1. Senior Technician (Substation)
- 2. Technician (Substation)
- 3. Utility (Substation)

**Metering**

- 1. Senior Technician (Metering)
- 2. Technician (Metering)
- 3. Utility (Metering)

**Communications**

- 1. Senior Technician (Communications)
- 2. Technician (Communications)
- 3. Utility (Communications)

**Equipment Maintenance**

- 1. Senior Mechanic (Equipment)
- 2. Mechanic (Equipment)
- 3. Utility (Equipment)

**Lines**

- 1. Senior Lineman
- 2. Lineman
- 3. Groundman

**Warehousing**

- 1. Storekeeper
- 2. Assistant Storekeeper

**Laborers**

- 1. Laborer<sup>a)</sup>

a) Laborers are not in an established line of progression.

The parties agree that the ratio of senior journeyman to journeyman may not be less than 1 to 1 for the first four positions in each journeyman department and such ratio may not be less than 2 to 1 for all additional senior journeyman and journeyman positions in that department. Such



ratios may be maintained by the Company provided that business conditions allow such a ratio to exist.

#### **SECTION 40. APPRENTICESHIP AND TRAINING**

1. The Company and the Union agree to the establishment of the classification of apprentice lineman. The Company's standards of apprenticeship (Apprenticeship Standards) shall be registered with the Bureau of Apprenticeship and Training, and each apprentice lineman (hereinafter "apprentice") shall be registered with the Kentucky Department of Labor.

2. The Company shall be responsible for the training of apprentices.

3. The first person assigned to a job site requiring the skills of a journeyman lineman (lineman or senior lineman) shall be a journeyman lineman (hereinafter "journeyman").

4. The Company's line supervisor is the person designated in the Apprenticeship Standards to supervise the apprentice (the "immediate supervisor") and be responsible for his training and safety. An apprentice is to be under the supervision of the immediate supervisor or a journeyman at all times. This does not imply that the apprentice must always be in sight of the immediate supervisor or journeyman, or that they are required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the immediate supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. The immediate supervisor and journeyman are permitted to leave the immediate work area without being accompanied by the apprentice.

5. Apprentices shall not supervise the work of others.

6. To help ensure diversity of training, apprentices shall be transferred on an equitable basis from one journeyman to another for job training.

7. Nothing in this Section or in the Apprenticeship Standards shall preempt in any way the provisions of this Agreement set out in Section 21.

8. Applicants for an apprentice position will not be solicited through job bids or transfers, but the Company, when preparing to fill the position, shall provide current bargaining unit employees the opportunity to apply prior to public advertising. To apply, the current employee must meet the qualifications provided in the Apprenticeship Standards. Prior to placement in the apprenticeship program, the current employee shall be given the opportunity to complete climbing school prior to the Company posting his previous job. Upon completion of the climbing school, the employee may choose to enroll in the apprenticeship program (by signing the apprenticeship agreement with the Company) or return to his previous job. If the employee chooses to enroll in the program, he shall be subject to its provisions. He shall not have seniority status as an apprentice and shall cease to hold his previous departmental seniority. Although training to become journeyman linemen, apprentices are not in an established line of progression and do not have job bid or transfer rights.

9. Any bargaining unit employee employed in a classification other than apprentice, who enrolls in the apprenticeship program, shall retain his hourly rate of pay if it is more than the rate to which his credit for previous experience or training entitles him under the program. The employee in such case would retain his current pay rate until his progression in the apprenticeship program advances him to a higher rate.

10. The apprenticeship program may be deregistered upon the voluntary action of the Company by the Company's written request for cancellation to the registration agency (Bureau of Apprenticeship and

Training). Upon deregistration of the program by the Company, or by the registration agency, the Union may voluntarily choose to rescind its agreement to the establishment of the apprentice lineman classification.

#### **SECTION 41. RESIDENCY REQUIREMENT**

1. All employees who become transmission division employees after October 22, 1991, shall have a place of residence within a 35 mile radius of the ET&S office on Airline Road, Henderson, Kentucky, within 12 months after becoming such an employee. If the employee does not comply with this residency requirement within 12 months, he shall be terminated. If the employee complies with the residency requirement, and later changes his residence so that he no longer complies, his employment with the Company shall be terminated. The Company's new-hire residency requirement shall be as it sees fit, but shall not have a residency requirement more liberal than that set out above.

#### **SECTION 42. STANDBY PROVISION**

1. Employees assigned to be on standby for the purpose of receiving after-hours notification of system emergencies shall be paid one hour's straight-time pay at the top step hourly rate of Labor Grade 1 for the term of this Agreement, for each 24 hour period that the employee is on standby.

2. The departmental seniority overtime rotation list for the ET&S departments that utilize the standby provision shall be rotated every seven calendar days. The assignment of overtime and standby work shall be made from the senior journeyman overtime rotation list. The employee required to be on standby shall be the bottom senior journeyman on the overtime rotation list and such assignment shall begin at the start of the first shift on Monday and shall continue to the start of first shift the following Monday.

3. Employees assigned to be on standby shall be available for "beeper" or telephone contact at all times during the assignment and shall be able to promptly report to the ET&S office within a time frame not to exceed their normal commuting time. A standby assignment shall not be considered as an overtime assignment or commitment, for such assignment is to assure that someone can be contacted in the event no qualified employee can be contacted for the emergency work from the department's overtime lists.

4. Employees required to be on standby may trade out their assignment with another qualified senior journeyman. If a qualified employee trade-out cannot be arranged, the employee assigned the standby must be available for emergency calls as set out above.

#### **SECTION 43. OUT-OF-TOWN WORK**

1. Employees required to work out of town shall receive a payment equal to 1.75 times the top hourly rate of Labor Grade 1 for the term of this Agreement, for each night that they are required to spend in lodging away from their home. Such payment will be made to cover all of the expenses incurred by the employee except for lodging, which will be paid by the Company. When returning to the ET&S office from out-of-town work, if the employee is not at ET&S within three hours following the end of the scheduled work shift, the contractual meal money provision shall be in effect. It is understood that "out-of-town" work shall be defined as any time an employee's work assignment requires him to spend the night at a place of lodging away from his own home; but it does not include travel away from home to attend conferences, seminars, or training sessions.

2. When an employee is scheduled to work out of town he will be allowed a 30 minute lunch break without pay, unless a longer period is approved by supervision. Any additional time approved by supervision shall also be without pay. If the lunch break is extended beyond 30 minutes, the work day will be extended an equal amount of time.

3. When an employee is scheduled to work out of town, he shall be permitted to take his personal vehicle, provided he is not needed to drive a company vehicle to the out-of-town location. Mileage reimbursement will be at the Company's approved rate for no more than one round trip from the ET&S office to the lodging site per week.

4. The Company will provide or reimburse the expense of transportation for the evening meal to employees who are required to work out of town, not to exceed 15 miles from their overnight lodging (30 miles when in Brandenburg, Kentucky area). Transportation will not be provided for entertainment, social, or recreational purposes.

5. An employee shall not take his personal day while working out of town except in case of personal or family emergency.

6. When an employee is required to work out of town, his work shall commence upon leaving his place of lodging for the job site, and shall end upon return to his place of lodging, or to the ET&S office on the last day of out-of-town work.

7. In addition to the daily per diem for out-of-town work, employees will be paid seven dollars in lieu of a meal for unscheduled overtime starting with the seventh hour past the employee's scheduled quitting time and including the 11th hour, but not to exceed two per day.

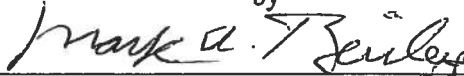
8. When out-of-town work is required, it shall be offered on a volunteer basis utilizing the departmental seniority list by classification, providing all business considerations made on behalf of safety, qualifications, efficiency, economics, and orderly operations do not prevail. In the event there are not enough volunteers to perform the work, the least senior qualified employee(s) in the classification(s) shall be required to work out of town. In the event there is only one employee in a classification, the Company may use or accept a qualified substitute to perform the out-of-town work, rather than require the one employee to work out of town.

**SECTION 44. IN WITNESS WHEREOF**

1. IN WITNESS WHEREOF, this Agreement is entered into the 15th day of October, 2012.

**BIG RIVERS ELECTRIC CORPORATION**

by



\_\_\_\_\_  
President & CEO



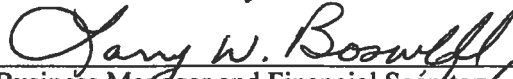
\_\_\_\_\_  
Vice President System Operations



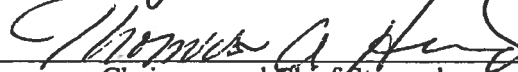
\_\_\_\_\_  
Vice President Administrative Services

**LOCAL UNION 1701, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS,  
AFL-CIO**

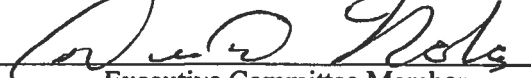
by



\_\_\_\_\_  
Business Manager and Financial Secretary



\_\_\_\_\_  
Chairman and Chief Steward



\_\_\_\_\_  
Executive Committee Member

**RELATED  
INFORMATION  
SECTION**

## OVERTIME GUIDELINES

Distribution of overtime shall be on the basis of departmental seniority and according to a set sequence, providing all business considerations made on behalf of safety, qualifications, efficiency, economics, and orderly operations do not prevail.

The most senior employee in the classification involved shall have his name first on the overtime list. Such senior employee shall remain on the overtime list for the following period:

1. Department overtime rotation by seniority will be every 28 calendar days.
2. Beginning at 12 midnight on the 29th day, the senior employee at the top of the respective seniority list will rotate to the bottom of the overtime list. The next senior employee will then become the first person offered the overtime for the next applicable 28 day period. This rotation shall continue thereafter.

Providing all business considerations have been exhausted, the Company will use the following sequence when offering overtime:

### CONTINUATION OF TASK

1. Employee presently on the job.
2. Employee in the same classification on shift by the overtime seniority list.
3. Low departmental seniority employee in the classification on shift presently performing the task will be required to work the overtime.

### HOLD-OVER AND REPORT-IN

1. Qualified employee on shift by the overtime seniority list.
2. Qualified low departmental seniority employee on shift will be required to work the overtime.

### CALL-IN

1. Qualified employee by the overtime seniority list. If overtime is not filled voluntarily by the overtime seniority list, the qualified lowest departmental seniority employee available will be required to work the overtime.
2. If no one has been reached in the original classification and the overtime list has been exhausted, the Company will move to the next classification. If no one can be reached, the Company will then move to adjacent departments.

## REMEDY FOR VIOLATION OF OVERTIME GUIDELINES

The appropriate remedy for violation of the overtime guidelines shall be as follows:

1. When an unintentional violation occurs and is grieved after the overtime has been worked, the employee(s) who files a grievance and was eligible for the overtime shall be offered make-up overtime hours equal to the number of hours missed as a result of the violation, within 30 days of the violation. The make-up overtime shall not be on work that would be performed on an overtime basis, and the overtime rate shall not be less than the rate the employee would have received had the violation not occurred.
2. When an intentional violation occurs, or the Company is made aware of a violation prior to the start of the overtime assignment and does not assign the overtime to the appropriate employee(s), the employee(s) who files a grievance and was eligible for the overtime shall receive pay in an amount equal to the amount the employee would have received had the employee worked the overtime.

In any case, the Company's liability will not exceed the hours paid to the employee(s) during the disputed overtime occurrence.

MEMORANDUM OF UNDERSTANDING  
October 20, 1988

RE: Request For Waiver of Overtime

When offering scheduled or unscheduled overtime work, the Request For Waiver shall be in effect until the "offer process" has been exhausted. At such time, Management reserves the right to offer and assign such waived employees the overtime work.

When scheduled overtime work is being assigned, the Request For Waiver will not be in effect. When Request For Waiver employees are assigned overtime work, such assignments will be in reverse seniority order.

I. REQUEST FOR WAIVER

I hereby request to waive my rights to overtime work, scheduled or unscheduled, starting with my next scheduled workweek which begins on (date) \_\_\_\_\_.

This authorization shall remain in effect until I submit a written revocation.

Employee \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

Management reserves the right to require such employees to work, by reverse seniority, if a qualified employee who has not waived his overtime rights cannot be contacted.

II. CANCELLATION OF WAIVER

I hereby request to have my name reinstated to the rotating overtime list starting with my next scheduled workweek, which begins on (date) \_\_\_\_\_.

Employee \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

## LETTER OF INTENT

RE: Calculation of the 16 hours worked and 12 hour rest period set out in the labor agreement.

When calculating whether 16 hours has been worked in a 24 hour period or when applying the 12 hour rest period provision, the following rules apply:

- a) In the event an employee works 16 hours in a 24 hour period, the 12 hour rest period hours shall not be included in a subsequent 16 hours worked calculation.
- b) There is no pay due an employee who has been excused from and does not work the scheduled hours outside his 12 hour rest period. In respect to such non-premium hours, the employee may be excused from such hours of work without pay, provided Management approves the employee's request to go home and rest, rather than work. Or, if there is a concern by the Company because of the long hours worked for the safety of the employee and/or for his fellow workers, the Company may direct the employee to go home to rest, without pay, during the non-premium hours of the scheduled shift. If the employee is directed to go home, as set out herein, during scheduled overtime hours the appropriate contractual overtime cancellation notice must be applied.
- c) Time taken for meals outside of the employee's scheduled shift is restricted to "ample time only." Time taken for such non-scheduled meal breaks is included in the 16 hours worked calculation. The parties agree that "ample time only" is the necessary time for an employee to eat, but at no time shall the meal break exceed 20 minutes.



MEMORANDUM OF UNDERSTANDING  
October 15, 2002

RE: Holiday Week Work Schedule

It is the intent of the Company to work the four 10-hour day schedule year-round. It is understood and agreed by the Company and the Union that the Company will not assign employees on a four 10-hour day schedule to work a five 8-hour day schedule during a week containing a paid holiday when observance of the holiday is the only reason for such a change in the work schedule. The Company and the Union recognize that this memorandum of understanding does not modify or abridge the Company's right to make changes in work schedules as it deems best for the purpose of maintaining effective operation of the business.

# **Big Rivers' Labor Agreements with IBEW Local 1701 - September 15, 2012**

**A G R E E M E N T**

**BIG RIVERS**  
**ELECTRIC CORPORATION**  
**AND**  
**INTERNATIONAL BROTHERHOOD**  
**OF**  
**ELECTRICAL WORKERS**  
**LOCAL 1701**

**September 15, 2012**

**LARRY W. BOSWELL**  
BUSINESS MANAGER

**TIM WEST**  
CHAIR

**DONNA HAYNES**  
VICE CHAIR

**JAMES GREGORY**  
RECORDER

**KEITH HARLEY**  
**RAY JENKINS**  
**JERRAME SWIFT**  
**JERRY WILSON**  
EXECUTIVE COMMITTEE

**INTERNATIONAL BROTHERHOOD**  
**OF ELECTRICAL WORKERS**  
**LOCAL 1701**  
2911 WEST PARKISH AVENUE  
OWENSBORO, KY 42301  
TELEPHONE: 270-684-3058

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## **SECTION 1. AGREEMENT**

1. This Agreement is entered into the 15th day of September 2012, by and between the generation division of BIG RIVERS ELECTRIC CORPORATION, located in Henderson, Kentucky, hereinafter referred to as the Company, and LOCAL UNION 1701 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as the Union, who hereby agree as follows:

## **SECTION 2. DURATION AND TERMINATION**

1. This Agreement shall commence September 15, 2012 and shall continue in full force and effect until 11:59 p.m., September 14, 2015, when it shall terminate. If any party desires to renew this Agreement, they shall give the other party written notice to that effect not less than 60 days nor more than 90 days prior to September 14, 2015, except by written consent of the parties.

## **SECTION 3. AGREEMENT IN FULL**

1. This Agreement expresses the entire agreement of the parties, and the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement. Both parties agree to meet (upon request of either party) quarterly for clarification of Agreement language (not grievances), if necessary.

## **SECTION 4. NONDISCRIMINATION**

1. Neither the Company nor the Union will discriminate against any employee because of race, color, sex, religion, age, national origin, handicap or veteran. Wherever the male gender pronoun is used, or wherever a job classification is described with a male term in this Agreement, it is understood it shall apply to either male or female.

## **SECTION 5. WITNESSETH RECOGNITION CLAUSE**

1. The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment of all operation and maintenance employees of the Company employed throughout its generation system in Kentucky, including control room operators, scrubber operators, solid waste operators, auxiliary operators, utilities, lab technicians, storekeepers, assistant storekeepers, fuels equipment mechanics, fuels equipment operators, senior journeymen, journeymen, and laborers; BUT EXCLUDING, all office clerical and building attendants, all temporary employees hired for up to but not more than 60 working days during the life of this Agreement for laborer duties only, all professional, administrative and management employees, guards and supervisors as defined in the Act, as set out in the Certification of Representative being NLRB Case No. 25-RC-5955 duly certifying the Union in the bargaining unit set out above. The Union's Business Manager will be informed of all bargaining unit and temporary employees hired as described above. Any laid off employee will be recalled prior to hiring temporary employees.

## **SECTION 6. PUBLIC OBLIGATION (NO STRIKE-NO LOCKOUT)**

1. It is expressly understood and agreed that the services to be performed by the employees pertain to and are essential to the operation of a public utility and the welfare of the public is dependent thereon

requiring continuous operation, and it is agreed, in recognition of such obligation of continuous service that, during the term of this Agreement, there shall be no collective cessation of work by members of the Union and neither the Union, nor its members, agents, representatives, or employees of the Company or any individual employees, shall incite, encourage, condone, support, or participate in any strike, slowdown, work stoppage, picketing, sympathy strike, refusal to cross a picket line, or other curtailment or interference interrupting the Company's production, deliveries, or operations, in any manner whatsoever during the life of this Agreement for any cause whatsoever, or take any action which results in the prohibited conduct, even in sympathy with disputes involving different groups of employees and this same labor organization, or other labor organizations, groups of employees, or individual employees. In the event of such strike, sympathy strike, slowdown, work stoppage, picketing, refusal to cross picket line, or other curtailment or interference with the Company's production, deliveries, or operations, or a threat thereof, the Union and its officers and agents will do everything within their power to immediately end or avoid the conduct prohibited in this Paragraph.

2. Further, in consideration of this Agreement, the Company shall not lock out its employees during the term of this Agreement.

## **SECTION 7. INTENT, PURPOSE AND SCOPE OF AGREEMENT**

1. It is the intent and general purpose of this Agreement to promote the mutual interest of the Company and its employees. The Union recognizes that the Company is a public service corporation engaged in furnishing electricity and is subject to regulation by utility regulatory bodies, and is required to furnish adequate and continuous service. This Agreement is to provide for the operation of the Company's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, and protection of property.

2. The parties hereto recognize that continuous service of the Company is of vital importance to its customers in the area served, and that any interruption of such service directly affects individuals in their everyday lives and disrupts the orderly conduct of the business in the area served and the parties will cooperate fully to avoid any interruption to such service.

3. Each employee covered by this Agreement shall be responsible, at all times, for having his correct address and personal phone number recorded with the Company. All notices shall be deemed to have been given in accordance with this Agreement if mailed to the last address given to the Company.

4. It is further understood and agreed that this Agreement together with any written appendancy supplements or letters of understanding hereto contains all understandings oral or written between the Company and the Union.

5. This Agreement cannot be modified or amended except in writing signed by the Company and the Union. No individual shall have any right to modify, amend or revoke this Agreement.

## **SECTION 8. MANAGEMENT RIGHTS**

1. The management of the business of the Company and the direction of its employees are the exclusive responsibilities of Management, except as expressly modified by the terms of this Agreement. The sole and exclusive rights of Management which are not abridged by this Agreement, which include but are not limited to, its right to select and direct the working force; to determine, and from time to time to redetermine the number, location and types of its plants and operations and the methods, processes and materials to be employed; to hire, promote, discipline or discharge for cause; to establish, allocate, and change work schedules and assignments; to transfer employees from one job classification or location to another; or to relieve employees from duties because of lack of work or other legitimate reasons; the right to study or



introduce new or changed production methods, machinery, tools and equipment or facilities and to determine the quantity and quality of the materials and workmanship required; to establish, determine, maintain, and enforce standards of production; to determine and redetermine job content; to contract with others to make improvements, changes, or repairs to the plant, equipment, or machinery, subcontract work, whatever may be the effect upon employment; to expand, reduce, combine or cease any job, department, operation or service; to determine starting and quitting times and determine the number of hours and shifts to be worked; to alter, rearrange, or change, to extend, limit, or curtail its operations or any part thereof, or to shut down completely or any part thereof whatever may be the effect upon employment; to make such reasonable rules and regulations, not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and the effective operation of the business and after advance notice of such rules and regulations to require compliance therewith.

2. Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, as are provided in this Agreement.

## **SECTION 9. UNION REPRESENTATION**

1. The Company recognizes the right of the Union to designate, from the seniority list, union representatives who will represent employees in the bargaining unit. The Union may designate the following representatives:

Reid/ Station Two; Green; Coleman; and Wilson Plants: Maximum of five stewards and one chief steward at each of the respective plants.

The authority of these representatives shall be limited to handling Union business as may be necessary in the investigation and presentation of grievances and, if requested by an employee, be present at interviews that involve or may lead to discipline. The chief steward will also perform in the capacity of the safety representative. The chief steward will be relieved of his duties as operating conditions permit with no loss in pay to participate in the investigation of any accident which results in an injury or any near miss accident which could have resulted in an injury.

2. Union representatives shall be permitted to absent themselves from work with reasonable frequency and for reasonable lengths of time to transact official union business, without pay, provided such absences do not unreasonably interfere with production. Examples of such reasons for absences are as follows:

Assisting Business Manager with Company related work.

Attendance at Union related schools, seminars, and conventions.

Each employee shall submit his request to his supervisor for participation in such Union business as soon as he is aware of such event, but no later than two weeks prior to the requested absence. All requests for absences for Union business shall be in writing. All such requests not in compliance with the notice requirement will be given consideration at the Company's sole discretion.

3. In meetings with the Company, no employee shall be paid unless the meeting is initiated at the Company's request. Meetings called to discuss joint Company and Union issues such as contract interpretation, labor relations, Third Step Grievances and Retirement Committee Meetings will be considered as meetings for the mutual benefit of the parties and the employee is due pay only if he is scheduled to work the hours during which the meeting is held. In no event is the employee to be paid overtime for such meetings.

4. In meetings initiated by the Company such as safety meetings, First or Second Step Grievance

Meetings, disciplinary meetings, or other employer/employee relation meetings, the employee(s) will be paid the appropriate regular or overtime rate.

5. If an employee is subpoenaed by the Company for arbitration or other legal proceeding, the Company, at its discretion, will work with the employee to see that his presence in conjunction with his work schedule is not an undue burden on the employee. The employee subpoenaed on his off days, at the Company's discretion, will be given either compensatory time off (hour-for-hour) or be paid the appropriate rate. The subpoenaed employee will be reimbursed at the appropriate rate for necessary mileage traveled.

6. Any one employee of the Company within the scope of this Agreement who is elected to an office in the Union, or is appointed to an office in the Union requiring his absence from duty with the Company, may be granted a leave of absence for a period not to exceed three years and 30 calendar days, and shall continue to accumulate seniority with the Company throughout such leave of absence. An additional leave of absence will be granted thereafter for each succeeding term of elective or appointive office. During such period of leave of absence, such employee shall accrue no vacation or sick leave credit. During such leave of absence, the employee may participate in the Disability Insurance Plan, the Medical and Dental Insurance Plans, the Group Life Insurance Plan, the Savings Plan, and the Retirement Plan, as available to regular employees of the Company, except that the total premium costs shall be paid by the Union to the Company. Premium costs, to the extent they are based on hourly wage rate, are based upon the hourly wage rate for the most recent job classification the employee held at the time such leave of absence began. Any such employee shall, upon termination of such leave of absence and upon return to duty, be reinstated in his former position, including his seniority and rights, after a reasonable training period, provided he is physically able to perform the duties of the position. It is understood and agreed that in case of return of such an employee to duty with the Company, other employees will consent to such displacement or layoff as is necessary to make room for him. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other courses of action or liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions set out in this Paragraph.

## **SECTION 10. UNION MEMBERSHIP REQUIREMENT**

1. All new employees covered under this Agreement joining the Company shall arrange with the Union for membership therein after the 30th day of employment as a condition of employment. Employees that are members of the Union shall maintain their membership.

2. Should a member become delinquent in the payment of his Union Dues, the employee is no longer a member in good standing and the employee will be a suspended member. The Union will serve on the employee a Final Payment Notice which will specify the deadline for payment of the dues.

3. Should the dues not be paid in accordance with the Notice, the Union will request that the employee be terminated.

4. The Company agrees to deduct, upon receipt of a signed VOLUNTARY DUES CHECK-OFF AUTHORIZATION FORM, Union Dues from the pay of each employee. The amount to be deducted will be the amount specified by the Union Bylaws and such amount (including increases and decreases) shall be certified to the Company by the Union.

5. Union Dues will be deducted from the employee's pay only after all other payroll deductions have been taken. If there is not sufficient pay available to deduct dues, the dues shall be deducted in a subsequent paycheck. Should an employee be on an extended leave which prevents sufficient dues from being collected through payroll deductions, it shall be the employee's responsibility to pay his uncollected Union Dues directly to the Union for the extended leave period.

6. Voluntary Dues Check-Off Authorization shall automatically be renewable on each anniversary

date of the existing collective bargaining agreement between the Company and the Union. Any member may revoke his Voluntary Dues Check-Off Authorization provided written notice is given to the Company and the Union. Such written notice shall only be accepted during the period of May 1 and May 20 of each calendar year and such request for revocation shall become effective the first pay period of June.

7. The Company shall forward the deducted Union Dues by check, accompanied by a report listing the employees alphabetically, to the Union no later than the last day of the calendar month following the month in which they are deducted, except for the following months of:

- a) August, which is due by September 15,
- b) November, which is due by December 15,
- c) February, which is due by March 15, and
- d) May, which is due by June 15.

8. An employee who does not authorize Union Dues deductions shall be responsible for payment of his Union Dues directly to the Union.

9. Authorized dues deductions are solely for Union Dues and shall not include new member "initiation fees" or "fines" levied by the Union against a member. It shall be the responsibility of the new or existing employee to contact the Union to determine and comply with such Union fees to maintain the employee in good standing with the Union. The dues deduction shall be terminated for any employee who terminates his employment or transfers out of the bargaining unit.

10. The Company assumes no responsibility of any kind in connection with dues deductions other than to remit to the Union the amount deducted by the Company. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other courses of action or liability that may arise out of or by reason of action taken or not taken by the Company for the purposes of complying with any of the provisions set out in this Section.

## **SECTION 11. GRIEVANCE PROCEDURE**

1. Any dispute which the Union or the employees in the bargaining unit may have regarding the Company's interpretation or application of the Agreement shall constitute a grievance and shall be processed in the following manner.

**STEP ONE:** Before submitting a written grievance, the employee shall first orally discuss the problem with his supervisor. In the event the grievance is not settled by his immediate supervisor, the employee shall reduce the grievance to writing, signed by the aggrieved employee and stating the provision(s) in this Agreement that the employee claims has been violated and, within seven days from the occurrence of the event giving rise to the grievance, submit it to his immediate supervisor. The employee may seek assistance in the preparation of his grievance from his steward on their own time, including their lunch and break time. The supervisor within seven days shall give his answer.

**STEP TWO:** If the grievance is not resolved in Step One, the chief steward within seven days may submit the grievance to the respective Manager or his designee, who shall answer the grievance in seven days.

**STEP THREE:** If the grievance is not resolved in Step Two, the chief steward, within seven days shall

submit the written grievance to a panel of Union and Company representatives for settlement. Union and Company representatives consisting of the Union's Business Manager, Chief Steward, the Company's Human Resources Representative, respective Plant Manager, and Vice President if necessary, will meet quarterly at the respective plant or another mutually agreeable location to discuss Third Step Grievances. If no settlement is agreed upon by the panel within 30 days of submission to Step Three, the grievance may be submitted to arbitration. An International Representative of the IBEW may be present at this step to assist the Union.

2. Any grievance upon which an answer is not made by the Company within the time limits prescribed, or any extension which may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for the answer expired. Any grievance not carried to the next step by the Union within the prescribed time limits, or such extension which may have been agreed to by the Company, shall be automatically settled upon the basis of the Company's last decision. The above time limits may be extended by mutual agreement between the parties.

3. A grievance involving discharge will commence at Step Three of the grievance procedure. A grievance from a discharged employee will be submitted to the Company Human Resources Department located at 201 Third Street, Henderson, Kentucky 42420.

4. All grievances must be presented in writing within seven days after the occurrence of the event giving rise to the grievance; otherwise, it shall not be entitled to consideration.

5. In computing any period of time in the Grievance and Arbitration Procedure, all Saturdays, Sundays and recognized holidays shall be excluded.

## **SECTION 12. ARBITRATION**

1. The Union may request arbitration of a grievance unsettled at the last step of the grievance procedure and submit the grievance to a final and binding arbitration by serving a written demand for arbitration upon the Company within fifteen (15) days from the date of the last meeting in Step Three of the grievance procedure. If the parties are unable to select an arbitrator by mutual agreement, the Union shall initiate the Joint Request for Arbitration Panel form as required by the Federal Mediation and Conciliation Service.

2. The Federal Mediation and Conciliation Service will submit a list or lists of seven (7) arbitrators. The Union shall strike from the list one (1) name, the Company shall strike one (1) of the remaining six (6) names, the Union the fifth name, the Company the fourth name, and so on until the last remaining name shall be the Arbitrator.

3. The fee and expenses of the Arbitrator shall be borne by the party that is the loser in the arbitration award. In an event that the award declared by the Arbitrator is determined to be a split decision, the fees and expenses of the Arbitrator shall be shared equally by the Company and the Union. Each party shall assume any expenses in presenting its own case.

4. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any Agreement made supplementary hereto, nor to rule on any matter arbitrable under this Agreement except while this Agreement is in full force and effect between the parties.

5. Claims against the Company will not be accepted for consideration, which cover a period of more than thirty (30) days prior to the date the grievance was first filed in writing. In such cases, retroactive claims and awards therefore shall be limited to a period of thirty (30) days prior to the date the claim was first filed in writing.

6. No more than one (1) grievance may be submitted to or be under review by any one arbitrator at any time unless by prior mutual written agreement of the parties.

### SECTION 13. PROBATIONARY EMPLOYEES

1. All employees, from their last date of hire, will be on probation for the first 180 calendar days of their regular full-time employment during which time they will be termed probationary employees.

2. When a non-bargaining unit employee transfers to a job within the bargaining unit he must, as a condition of continued employment, satisfactorily complete his full probationary period as defined within this Section. In addition he shall be entitled to the following:

- a) To use his accumulated continuous Company seniority to satisfy the eligibility requirements for all benefit programs provided by this Agreement.
- b) To use his accumulated continuous Company seniority for accrual of vacation and retirement benefits. Such an employee shall be assigned a new bargaining unit seniority date effective the first day of transfer to the bargaining unit and this date shall be the basis within the bargaining unit for job bidding, vacation preference, and layoff determination.

3. Probationary employees' service with the Company may be terminated at any time by the Company in its sole discretion, without recourse to a grievance and arbitration procedure.

4. Probationary employees are entitled to medical insurance, dental insurance, life insurance, workers' compensation and military duty leave on the first day of full-time employment as expressed under the specific provisions of this Agreement and the plan documents.

5. Probationary employees accrue vacation and sick days, but they are not entitled to such benefits until the probation period is successfully completed as set forth above, and entitlement to such benefits are further governed by the specific provisions of the Vacation and Sick Leave Pay sections of this Agreement.

6. Probationary employees become eligible for long term disability coverage when they satisfactorily complete the following:

- a) Three consecutive months of regular full-time employment without a continuous absence as defined within this Section.
- b) Must be at work on the final day of the three months eligibility period, or the coverage will not start until the employee returns to regular full-time work.
- c) Three months of continuous disability resulting from a medically approved physical or mental condition.

Entitlement to long term disability coverage is further governed as expressed under the specific provisions of this Agreement and the plan document.

7. A probationary employee does not have job bid rights. However, he may submit a Request for Transfer. Probationary employees are not entitled to compensation for funeral leave, jury duty, educational benefits or holidays until the probationary period is successfully completed as set forth above. However, probationary employees will receive pay at the rate of time and one-half their regular straight-time rate for all hours worked on a day observed as a holiday by the terms of this Agreement. The overtime pay provisions that apply to a seniority employee shall also apply to a probationary employee.

8. Once an employee has successfully completed his full probation period as set forth above, he becomes a seniority employee.

#### **SECTION 14. SENIORITY**

1. Seniority is defined as an employee's length of continuous regular full-time service from his last date of hire, except that a new employee shall be on probation for the first 180 calendar days of his employment as set forth in the Probationary Employees section of this Agreement.

2. The term seniority as used in this Agreement will be construed to mean departmental seniority, Company seniority or bargaining unit seniority. The definition of each is as follows:

- a) Departmental seniority shall be measured from the date an employee is assigned to a job classification within an established line of progression. An employee shall not have seniority in more than one department at any one time. In determining seniority the parties agree that seniority by department shall govern unless otherwise specifically expressed.
- b) Company seniority is measured from the date an employee is last hired for a continuous regular full-time employment with the Company.
- c) Bargaining unit seniority is measured in the same manner as Company seniority, except that employees who transfer from a non-bargaining unit position to a bargaining unit position after April 22, 1984, will not transfer their years of service earned as a Company non-bargaining unit employee.

3. When an employee is permanently transferred from one department to another, he shall retain his departmental seniority in his original department for a period of 120 calendar days after the effective date of transfer. Thereafter, he shall cease to hold seniority in his previous department. During the 120 day period he shall not have seniority status in the new department, and at the end of this period the 120 days shall be credited to him in his new department. An employee does not have bid rights during this 120 day period.

4. An employee's seniority shall terminate if:

- a) The employee quits.
- b) The employee is discharged.
- c) The employee fails to return to work or to supply a satisfactory reason for not doing so within the time limits prescribed in the Layoff, Displacement, and Recall section, which shall result in termination of employment.
- d) The employee is absent from work for three consecutive working days without notification to the Company. However, it is the employee's responsibility to notify the Company on each day of any absence, unless an absence in excess of one day is authorized by the Company.
- e) The employee overstays a leave of absence or a vacation without authorization.
- f) The employee gives a false reason for leave of absence or engages in other employment during such leave.
- g) A settlement with the employee has been made for total disability.
- h) The employee is retired.

- i) An employee with less than five years of bargaining unit seniority is laid off for a continuous period of one year or an employee with five or more years of bargaining unit seniority is laid off for a continuous period of two years. Any employee with less than one year of bargaining unit seniority will be protected only by the actual amount of bargaining unit seniority accrued at the time of layoff. The employee's seniority shall continue to accrue during these layoff protection periods.

5. Employees who are transferred in or out of the bargaining unit shall accrue and maintain their seniority as of their original starting date. Any employee transferred back into the bargaining unit shall exercise his departmental seniority, but in no event will he bump back into a higher classification than he previously held. If an employee is transferred out of the bargaining unit for a period in excess of one year, he shall forfeit all previous departmental and bargaining unit seniority.

6. Seniority lists will be posted in January of each year and a copy will be forwarded to each chief steward and to the Union's Business Manager. Chief stewards may request an additional seniority list twice a year from the Human Resources Department.

## **SECTION 15. LAYOFF, DISPLACEMENT, AND RECALL**

1. In the event it becomes necessary to decrease the number of employees in a classification within a department, such displacement and layoff shall be in accordance with the employee's departmental seniority. The least senior employee within the classification affected shall be displaced first. Any employee faced with displacement or layoff shall have the opportunity to select from the following options:

- a) Exercise his departmental seniority to displace the least senior employee in the same classification or in the next lower classification in the same line of progression departmental wide, as outlined in Section 39.
- b) Voluntarily remain in his current work facility and exercise his departmental seniority to displace the least senior employee in the next lower classification in the same line of progression, as outlined in Section 39.
- c) If completely displaced out of his department, exercise his bargaining unit seniority to displace the least senior laborer in his current work facility. If he is unable to displace a laborer at his work facility, he shall select one of the following options:
  - 1) Exercise his bargaining unit seniority to displace the least senior laborer in any of the other work facilities.
  - 2) Request a "voluntary layoff" rather than bump to a laborer position at a different work facility. A "voluntary layoff" is a request and is only available if the Company is actually laying off an employee(s). The number of "voluntary layoffs" available is limited to the actual number of employees the Company intends to layoff.

2. The selection of the above options must be made in advance and shall be binding throughout the displacement or layoff period. Employees in the department(s) affected shall be given a 14 calendar day notice of the Company's plans to reduce the workforce. Such notice to the department(s) shall serve as the official notice to the classification(s) initially affected by the workforce reduction. The Company shall distribute at the time of the departmental notice a Workforce Reduction Option Form to each employee in the classification first impacted by the displacement or layoff. The form must be completed and returned to supervision no later than the end of the 10th calendar day of the 14 calendar day notice period. Upon receipt of the Workforce Reduction Option Form the Company may initiate the displacement or layoff process with the initial employee transfer or layoff not occurring until the completion of the 14 calendar day notice.

Employees affected by subsequent displacements or layoffs must be given a Workforce Reduction Option Form that must be completed and returned to supervision within 48 hours of receipt of the notice. Any employee who fails to return the option form on time shall be deemed covered by options b) and c) 1) in Paragraph 1 of this Section.

3. Any employee displaced as a result of the above workforce reduction may, in turn, exercise his departmental seniority to secure other positions within his line of progression and to exercise his bargaining unit seniority to secure a laborer position, in accordance with his options as selected before the workforce reduction.

4. At the time of workforce reduction, the displaced or laid off employee cannot bump upward to higher rated classifications.

5. An employee displaced to another work facility, or to other classifications within his line of progression, shall be given a period of 20 working days to train and demonstrate his ability to adequately perform the work required. This demonstration period may be extended an additional 20 working days if the Company feels the employee is showing progress. The employee and his chief steward will be given written notice of all extensions granted by the Company.

6. Any employee determined by the Company to be unable to adequately perform the work required at the completion of the demonstration period must exercise his departmental seniority in accordance with the options selected prior to the workforce reduction to displace the least senior employee in the next lower classification in the same line of progression. If this removes him from his department, he must exercise his bargaining unit seniority in accordance with the options selected prior to the workforce reduction to displace the least senior laborer. Any employee who moves to a lower classification as a result of his unsuccessful demonstration period will lose his recall rights to the higher classification, except at his original facility.

7. In the event a displacement or layoff becomes necessary, the Company will ensure the affected employee of the following "notice" and "recall" rights to the classification held prior to the workforce adjustment:

- a) Give the employees affected and the Union a notice of any displacement or layoff as specified in Paragraph 2 of this Section.
- b) Displaced or laid off employees have recall rights to the classification held prior to the workforce adjustment for the following time frames:
  - 1) Employees who have completed their probation period but have less than one year of bargaining unit seniority shall have recall rights extended for a period of time equal to the employee's bargaining unit seniority.
  - 2) Employees who have one or more years of bargaining unit seniority but less than five years shall have recall rights extended for a period of one year.
  - 3) Employees who have five or more years of bargaining unit seniority shall have their recall rights extended for a period of two years.

8. In the event an employee is laid off, his group dental, medical, and personal life insurance coverage is paid to the end of the month of the layoff plus one more month. Thereafter, the employee may pay the full premium of such group insurance coverage commencing with the actual date of layoff, not to exceed the time frame set out in Paragraph 7.b) above.

9. Accrual of vacation and sick leave benefits shall cease effective with the date of layoff.



10. When there is a restoration of the workforce, the Company subscribes to the principle of "last out, first in." In any case, the Company will recall displaced and laid off employees by applying in inverse order the guidelines used to displace and layoff employees, and in accordance with the options the employee selected. Recalled employees shall be given a demonstration period, as set forth above. Should the employee be determined by the Company to be unable to adequately perform the work during the demonstration period, he shall exercise his departmental or bargaining unit seniority, as set forth in Paragraph 1 of this Section.

11. A displaced or laid off employee who elected to bump departmental wide [option a) in Paragraph 1 of this Section] must, without exception, return to any job within his line of progression departmental wide, up to and including the highest job he held on a permanent basis prior to the workforce reduction, and to any laborer classification at any work facility. Refusal will result in the employee being terminated.

12. A displaced or laid off employee who elected to remain at his work facility [option b) in Paragraph 1 of this Section] must, without exception, return to any job within his line of progression in his work facility, up to and including the highest job he held on a permanent basis prior to the workforce reduction, and to any laborer classification at any work facility. Refusal will result in the employee being terminated.

13. A job vacancy will not be posted until all former displaced and laid off seniority employees, who have a recall right to the vacant job, have either accepted or rejected a recall to fill the vacancy.

14. Employees recalled from layoff shall be given notice by registered or certified mail to the employee's last known address on file in the Human Resources Department. The laid off employee has three days after receiving notice of recall from the Company to notify the Company of his intention to return to work and five days to actually return. A copy of the notice will also be forwarded to the Union's Business Manager. Failure by an employee to return to work or to supply a satisfactory reason for not doing so within the time limits prescribed, shall result in termination of employment.

15. Each laid off employee shall keep the Human Resources Department advised of his correct mailing address and telephone number.

16. A displaced or laid off employee may submit Job Bids in response to posted job vacancies regardless of any previous loss of job bid rights. He may also submit Requests for Transfer under the provisions of Paragraphs 6 and 7 of the Job Bids and Requests for Transfer section of this Agreement. Any displaced or laid off employee, who has a successful Job Bid or Request for Transfer, waives all recall rights, as set forth in this Section. Any employee displaced under this Section or force transferred to another work facility under Section 18.2 will be eligible for plant to plant trades.

17. It shall be the responsibility of each laid off employee to keep in touch with the Company concerning his interest in specific posted job vacancies.

18. A laid off employee may choose to waive a return-to-work call for a temporary laborer position. If refused, no additional offers for such temporary work will be made during the duration of the layoff.

19. In the event it becomes necessary to decrease the number of employees in any of the journeyman departments, the displacement and layoff provisions listed in this Section shall apply except for the following:

- a) The senior journeyman and journeyman classifications in such affected department shall be combined as one unit and the employee's departmental seniority shall be the determining factor for the order of displacement, layoff, or recall.
- b) The "least senior" employee in the affected "combined unit" shall be displaced or laid off first.

## **SECTION 16. CONTRACTING OUT WORK**

1. The Company agrees that it will not contract out any work if the effect of such contracted work will cause layoffs to any seniority employee.

## **SECTION 17. JOB BIDS AND REQUESTS FOR TRANSFER**

1. If a vacancy occurs in a permanent position or if a new job is established or if the workforce is expanded in any of the established lines of progression, and the Company decides to fill such opening, the Company shall post the job vacancy for a period of seven calendar days. All Job Bids and Requests for Transfer for the posted vacancy must be submitted during the seven calendar day posting period. A detailed listing of the employee's previous education, training and experience must be listed on the Job Bid or Request for Transfer form.

2. Employees in STEP RATE PROGRESSION have bid rights upward, downward, and laterally to vacancies within their line of progression and bid rights to entry level vacancies in other lines of progression. They may also submit Requests for Transfer in accordance with Paragraphs 6 and 7 of this Section.

3. An employee on sick leave shall be eligible to bid on a job posting if he provides documented evidence that he will return to work within 10 calendar days from the expiration date of the job posting.

4. The Company will review the Job Bids in the following order:

- a) The employee submitting an upward Job Bid with the most departmental seniority in the established line of progression shall be the successful bidder if he has sufficient qualifications to perform the job.
- b) The employee submitting a lateral Job Bid with the most departmental seniority in the established line of progression shall be the successful bidder if he has sufficient qualifications to perform the job.
- c) The employee submitting a downward Job Bid with the most departmental seniority in the established line of progression shall be the successful bidder if he has sufficient qualifications to perform the job.
- d) The laborer or the bidder from another line of progression with the most bargaining unit seniority shall be the successful bidder if he has sufficient qualifications to perform the job.

5. The employee selected for the posted job shall be given a period of 20 working days to train and demonstrate his ability to adequately perform the work required, and the Company may assign the employee to all (or the Company may simulate) tasks performed by the higher classification. This demonstration period may be extended an additional 20 working days if the Company feels the employee is showing progress. The employee and his chief steward will be given written notice of all extensions granted by the Company. Should the employee be determined by the Company to be unsuitable during the demonstration period, he shall be returned to his former position without loss of departmental seniority. In turn, each employee who had filled an opening that resulted from the disqualified employee's Job Bid or Request for Transfer shall also be returned to his former position without loss of departmental seniority; even if the affected employee had completed his demonstration period. An employee may have only one successful bid in any one year.

6. In the event no one is selected from among the eligible bidders, the Company will review each Request for Transfer submitted as a result of the posted job vacancy before hiring from other sources. The Company will review those Requests for Transfer in the following order:

- a) Those Requests for Transfer that involve promotion or lateral moves leading to promotion in another line of progression. Employees shall have a transfer right provided they have sufficient qualifications and the employee selected has not been the successful bidder to a job in the past year, or has not been granted a Request for Transfer to another department in the past five years. In the event there are multiple requests that meet at least the sufficient qualification requirement, the Company has the right to select the most qualified employee. If two or more of these qualified employees are equally qualified, then bargaining unit seniority shall prevail. The employee selected for the posted job shall be given a demonstration period, as set forth above. The employee who is allowed to transfer under the provisions of this Paragraph shall not be eligible for job bidding for one year from the date of transfer.
- b) Last in the order of consideration, in the Company's sole discretion, will be all other Requests for Transfer, provided the employee has not been a successful bidder to a job in the past year, or has not been granted a Request for Transfer to another department in the past five years. The employee selected for the posted job shall be given a demonstration period, as set forth above. The employee who is allowed to transfer under the provisions of this Paragraph shall not be eligible for job bidding for one year from the date of transfer.

7. The Company may authorize a Request for Transfer from an employee who has a physical or medical condition that keeps him from continuing to perform his regular duties. Such requests will be closely scrutinized and will be acted upon based on the employee's prior work record, preservation of departmental skills and efficiency, merits, and circumstances of each individual case. In the event of multiple requests and all of the above factors are equal, bargaining unit seniority shall prevail. An employee who is granted such a request will go to the top step rate of the lower classification if the employee is moved downward in his line of progression. An employee who is allowed to move to another job classification in another line of progression shall enter at the first step rate unless, in the determination of the Company, the employee's previous experience and qualifications warrant a higher step rate. Requirements for such requests are:

- a) They must be made in writing in response to a posted vacancy, accompanied by written documentation that verifies the extent of the condition. Such placement may or may not be in the employee's line of progression, or in the same Labor Grade; in any event, it will not be to a classification in a higher Labor Grade. In addition, such placement shall not be subject to the other job bid and requests for transfer provisions of this Section, provided the employee with the physical or medical condition has more bargaining unit seniority than the employee who would have otherwise received the job. The employee who is allowed a transfer under the provisions of this Paragraph shall not be eligible for job bidding for two years from the date of transfer.
- b) This provision in no way obligates the Company to create a position to accommodate such requests.

8. An employee is not eligible for a plant to plant trade for at least one year after the date of a successful Job Bid or Request for Transfer. An employee is not eligible to submit a Job Bid or a Request for Transfer for one year from the date of a plant to plant trade.

9. Fuels Utility and Equipment Operator employees in the Fuels Department as of April 22, 1987 are "grandfathered" for bidding into either Fuels Equipment Operations or Fuels Equipment Maintenance. Such "grandfathered" employees are allowed one successful job bid into either of the two Fuels departments. After a successful bid, they are no longer considered to be "grandfathered" and any future Job Bids or Requests for Transfer shall be in accordance with the provisions as outlined in this Section, using their original Fuels departmental seniority.

## SECTION 18. TEMPORARY AND PERMANENT TRANSFERS

1. The Company is a multi-facility company, and all employees covered by this Agreement can expect to be placed temporarily or transferred permanently for work at any of the Company's plant facilities. Any employee whose temporary work assignment at another facility exceeds 720 continuous straight time working hours shall, beginning on the 721st continuous straight time working hour, be compensated at a rate of time and one-half, except where double time is otherwise required. A temporary transfer to another facility shall be considered continuous unless separated by a period of 80 or more continuous straight time working hours at the employee's normal work facility. For the purposes of this Paragraph, the Reid/Station Two and Green Plants are considered the same facility.

2. Any transfer to another work facility determined by the Company to be on a permanent basis will be by departmental seniority and given in writing to the employee. The Company in this case shall first ask for volunteers in the classification and facility involved, starting with the most senior qualified employee, and will continue to ask until a volunteer is found. If no volunteer is found, the Company will transfer the least senior qualified employee, in the classification and facility involved, to the other work facility.

3. The Company may temporarily transfer employees from one job classification to another. Any employee whose temporary transfer to another classification exceeds 720 continuous straight time working hours shall, beginning on the 721st continuous straight time working hour, be compensated at the rate of time and one-quarter, except where time and one-half or double time is otherwise required. A temporary transfer from one job classification to another shall be considered continuous unless separated by a period of 24 or more continuous straight time working hours in the employee's normal work classification.

4. The Company will determine when an employee is far enough along in his training to qualify for work in a temporary upgrade position. When an employee is temporarily upgraded and performs the tasks normally assigned to the higher rated classification for two hours or more, he will receive the first step rate of pay for that classification for all hours worked in the higher rated classification that shift. When an Equipment Operator pilots the tugboat, he will receive upgrade pay for the greater of two hours or actual time worked operating the tugboat.

5. When an employee is temporarily transferred to a lower rated classification, he will receive his regular rate of pay during such transfer.

6. When it becomes necessary to permanently transfer employees to a lower rated classification (see the Layoff, Displacement, and Recall section of this Agreement), the employees with the least departmental seniority in the affected job classification shall be transferred. In the case of such a transfer from a higher rated classification to a lower rated classification, the employee will continue receiving the higher pay rate until the start of the pay period which begins on or after the 35th calendar day following the effective date of the transfer. After that, he shall be paid the top step rate of the lower classification. Any transfer determined by the Company to be on a permanent basis will be given in writing to the employee.

7. When an employee reports to his regular work facility, and is required to report to another work facility during the same shift, he will be paid mileage expense for travel from one facility to another provided he travels in his personal vehicle. If an employee is given notice of a temporary assignment to another work facility and it requires the employee to travel from his home to the temporary work facility at a distance greater than he normally travels to work, the employee shall be reimbursed the additional mileage expense incurred related to driving his personal vehicle. When carpooling in mileage reimbursement situations, only the driver is eligible for mileage reimbursement. Reimbursement will be at the existing mileage rate for each day of temporary assignment and will include road tolls.

8. There will be a maximum mileage reimbursement that is based upon the actual miles between each work facility. The maximum mileage submitted for reimbursement by any employee shall not exceed the following:

- a) Coleman to Wilson . . . . . 55 miles one way
- b) Coleman to Reid/Green/Station Two . . . . .57 miles one way
- c) Reid/Green/Station Two to Wilson. . . . .37 miles one way

9. Travel time, other than travel to and from work, shall be considered as time worked for the purpose of computing pay when such travel is performed in connection with assigned duties and at the direction of the appropriate Company official.

**SECTION 19. HOURS, OVERTIME AND PREMIUM PAY**

1. The standard workweek is a seven day period beginning at 12:01 a.m. on Sunday and ending at 11:59 p.m. the following Saturday. The work schedule showing the scheduled starting and quitting times and the scheduled days off shall be posted in each department by the end of the first shift Thursday.

2. Time and one-half will be paid for all hours worked by an employee on his first scheduled rest day (SDO-1), and double time will be paid for all hours worked by an employee on his second scheduled rest day (SDO-2). An employee's SDO-1 and SDO-2 cannot be changed after the end of the first shift Thursday.

3. Employees assigned to a non-rotating Monday through Friday or Tuesday through Saturday shift will observe Sunday as their SDO-2.

4. The normal workday for employees who work rotating shifts, that provide 24 hour around-the-clock coverage, shall be eight consecutive hours with no intermission for lunch. Rotating shift employees will be allowed to eat their lunch and take their breaks while on duty and as operating conditions permit. An employee temporarily assigned from a rotating shift to a non-rotating shift for less than seven calendar days will work an eight hour shift with lunch paid. Following the first seven calendar days of assignment on the non-rotating shift, the employee will be classified as a non-rotating employee as set forth in Paragraph 5 of this Section. If an employee is notified prior to the start of the temporary assignment that the assignment will be for more than seven calendar days, the employee may be assigned to an eight and one-half hour work shift with a one-half hour unpaid intermission for lunch commencing on the first day of the temporary assignment.

5. The normal workday for employees who work non-rotating shifts shall be eight and one-half consecutive hours with a one-half hour intermission for lunch. Employees working non-rotating shifts will be allowed to eat their lunch at approximately the midpoint of the shift. If an employee is required to work through his lunch period he will be paid and he will be given ample time to eat his lunch.

6. The Company will pay, in addition to the employee's base wage rate, a shift premium to employees on shifts that commence as follows:

- First Shift - Between the hours 5:00 a.m. and 11:59 a.m. - None
- Second Shift - Between the hours 12:00 noon and 7:59 p.m. - 41¢
- Third Shift - Between the hours 8:00 p.m. and 4:59 a.m. - 55¢

The appropriate shift premium will be paid at time and one-half for all overtime hours. Shift premium will not be paid for any hours not worked, nor will it be used for calculating any employee benefit.

7. Employees assigned to a rotating shift will be paid a rotating shift premium of \$.40 an hour for all hours worked. This rotating shift premium will be paid at time and one-half for all overtime hours. It will not be used for calculating any employee benefit. Employees temporarily assigned to rotating shifts will not

receive this rotating shift premium unless and until the assignment exceeds 90 working days.

8. A premium of \$.61 per hour will be paid for all hours worked on a Sunday by an employee for whom Sunday is one of his five straight-time scheduled workdays for that week. This Sunday premium will be paid at time and one-half for all overtime hours. It will not be used for calculating any employee benefit.

9. As a public service corporation, the Company must perform its obligations to its customers at all times and in recognition of these obligations the Company shall have the right to require an employee to work overtime. The Company will attempt to arrange such overtime to avoid undue hardship on any employee, and the Company at its discretion will rotate overtime as equitably as possible among the qualified employees in the plant, department, and shift involved.

10. The parties agree that the equitable rotation of overtime shall be on the basis of departmental seniority in classification. Distribution of overtime by seniority shall commence with the qualified most senior employee in each work facility, department, classification and shift involved. For employees working in the mechanical, instrumentation, and electrical departments, rotation will be by seniority. For employees working in all other departments, rotation by seniority will be every 28 calendar days. (Refer to Overtime Guidelines for specifics.)

11. The standard workday is a 24 hour period beginning at 12:01 a.m. and ending 24 hours later. Time and one-half will be paid for all time worked in excess of eight straight-time hours in any one standard workday and for all time worked in excess of 40 straight-time hours in any one standard workweek.

12. An employee shall be paid the appropriate overtime rate for all hours worked outside his scheduled work shift in the standard workday. This includes "hold-overs," "report-ins," and "call-ins" which are defined as follows:

- a) "Hold-over" work shall be work which is a continuation of a scheduled work shift. For hold-over work to apply, an employee shall be notified prior to the end of his scheduled shift. An employee who is held over shall be paid only for the additional hours worked at the appropriate overtime rate.
- b) "Report-in" means that a notice is given to an employee before his scheduled shift ends to return for work at some hour before his next scheduled shift begins. If an employee is given notice to report in and that notice is not canceled prior to the end of his shift, he will receive no less than two hour's pay at the appropriate overtime rate, even if the scheduled report-in is canceled after the end of the shift. It is not a report-in when the proper 16 hour notice is given.
- c) "Call-in" is when an employee is called in for emergency work outside his scheduled working hours. Call-ins shall be paid as follows:
  - 1) When an employee is called in for emergency work or is instructed to come in for emergency work and the hours worked are not continuous with other hours worked, he shall receive no less than four hours pay at the appropriate overtime rate. The employee must do any emergency work assigned to him by the Company in order to be entitled to the call-in pay. It is not a "call-in" when the proper 16 hour notice is given.
  - 2) Anytime an employee is called to work from his home prior to the start of his shift and works into his shift, the employee shall receive a minimum of two hours pay at the appropriate overtime rate. If the employee is on the premises and is asked to work prior to the start of his shift, he shall be due a minimum of one hour's pay at the appropriate overtime rate.

13. "Scheduled" work is work for which 16 hours or more notice is given to the employee prior to the

start of his shift. "Unscheduled" work is work for which less than 16 hours notice is given to the employee prior to the start of his shift.

14. Prearranged schedule changes in the employee's posted work schedule will be work for which 16 hours or more notice has been given. If an employee is not given proper notice, he will receive time and one-half for the first eight hours worked on his new scheduled shift. All scheduled shifts shall be a minimum of four hours.

15. Changes in working hours whereby schedules are extended by the addition of overtime hours immediately preceding and/or immediately following an employee's scheduled shift will not be considered a schedule change within the meaning of Paragraph 14 of this Section.

16. In order to cancel scheduled overtime on an SDO-1, SDO-2, or a day observed as a holiday, eight hours notice must be given prior to the start of the employee's shift. If less than eight hours notice is given, the employee will be given the option to work or he will be paid at the appropriate overtime rate for one-half the overtime hours canceled, but in no event shall he receive less than four hours pay at the appropriate overtime rate if he is not given the option to work. If an employee works a partial shift and is not given the option to work the full scheduled shift, he shall be paid at the appropriate overtime rate for the hours actually worked and, in addition, one-half of all hours canceled, but in no event shall he receive less than a total of four hours pay at the appropriate overtime rate if he is not given the option to work.

17. In order to cancel scheduled overtime on a day other than an SDO-1, SDO-2, or a day observed as a holiday, eight hours notice must be given prior to the start of the employee's shift. If less than eight hours notice is given, the employee will be given the option to work or he will be paid at the appropriate overtime rate for one-half the overtime hours canceled if he is not given the option to work.

18. When an employee works 16 or more hours in any rolling 24 hour period, he shall be entitled to a 12 hour rest period, commencing immediately upon his release from work and lasting 12 consecutive hours thereafter. If a 12 hour rest period is not provided, the employee will receive either of the following:

- a) Be paid at two times the straight-time rate of pay for all hours worked over 16 hours and for all hours worked in the 12 hour rest period, or
- b) Be given a rest period at no loss of pay for any hours scheduled in his 12 hour rest period. If the employee's 12 hour rest period ends and there is a portion of a scheduled shift remaining, the employee may be given the option to waive the remainder of the affected shift without pay and with no penalty under the Absenteeism Control Program.

19. An employee must work 16 hours in a 24 hour period in order to be entitled to a 12 hour rest period. Pay that is received by an employee for hours not worked, such as personal day, holiday or workers' compensation pay, or the minimum two hours pay due an employee in "report-in" situations, etc. does not count as time worked for the purpose of satisfying the 16 hour clause.

20. Premium pay shall not be paid for schedule changes that are a result of an employee being awarded a job bid or request for transfer.

21. Overtime and premium pay shall not be pyramided, compounded, or paid twice for the same hours worked. All hours for which an employee receives pay shall be considered as time worked for the computation of overtime pay.

22. If an employee is more than 30 minutes tardy, his supervisor may send him home for the balance of that workday, in that event he shall not receive any pay for that day.

## **SECTION 20. RESERVED**

Reserved for future use.

## **SECTION 21. SUPERVISORS WORKING**

1. It is understood and agreed that no supervisor or foreman will take the place of any employee and perform production work except in an emergency, or for the purpose of instruction and training, or to assure proper performance of work, to protect Company property, or to ensure safety of employees.

## **SECTION 22. LEAVE OF ABSENCE**

1. By special written request from a seniority employee the Company in its sole discretion may grant a Personal Leave of Absence without pay for a maximum period of thirty (30) days. Credit for Company seniority and employee benefit accrual during the granted Personal Leave of Absence shall not exceed the thirty (30) day maximum.

2. An employee who is unable to work because of illness or injury may be granted a sick leave provided the employee furnishes the Company with a written statement from his physician verifying the sickness or injury. The employee may utilize his accumulated sick leave pay during the sick leave. The Company reserves the right to require a physical examination of the employee, at Company expense by a Company doctor, during any time of an authorized sick leave. If the employee is physically unable to return to his job classification or any other suitable job that he can be fitted by education, training or experience and in accordance with his departmental seniority, the employee will be determined to be eligible for long term disability. The qualifying period for long term disability is three months of continued disability resulting from a medically approved physical or mental condition. During absences covered by an authorized personal or work-related sick leave, credit toward seniority will continue as set forth in Paragraph 4.i) of Section 14. Credit toward other employee benefit accrual will continue for a period up to the employee's accumulated seniority not to exceed one year.

3. An employee who fails to return to work at the termination of his Personal Leave of Absence or sick leave will be treated as a voluntary quit.

4. Upon return to work, an employee shall be reemployed at his former job or at a job in line with his seniority, provided the employee can perform the job without training but receiving adequate instruction, and to a job which carried a rate of pay equal to or as near that of his former job as possible, provided there is such work available.

5. It is the Company's intent that the medical leave provisions shall be consistent with and in full compliance with the FMLA.

## **SECTION 23. SICK LEAVE PAY**

1. Commencing with the date of employment, all employees on the active payroll shall accumulate sick leave pay at the rate of eight hours at regular (straight-time) rate for each calendar month of continued employment. Accumulated sick leave will be payable only when a seniority employee is absent from and unable to work his scheduled workdays due to non-occupational sickness or injury. In no event will sick leave be paid in excess of sick leave accrued at the time the absence occurs. During the probationary period an employee shall not be eligible for sick leave pay.

2. Although an employee may accrue an unlimited amount of sick leave, in the case of illness or



injury he will not be allowed to take more than 13 weeks sick leave in any one continuous period after which he will be eligible to apply for long term disability.

3. Personal illness shall mean an employee being unable to work due to a sickness, or accidental personal injury not arising from participation in outside gainful occupation or unlawful activities and shall specifically exclude injury arising out of or in the course of employment with the Company.

4. The Company reserves the right to have an employee examined by a doctor of its choice concerning the verification or continuation of the employee's illness, injury, or surgery. If an employee is instructed by Management that verification is needed, such verification will be at Company expense and the physician will be designated by the Company. An employee who fails to satisfactorily verify his reason for absence for the entire period or who refuses or fails to submit the verification as instructed, will not be paid and will be subject to discipline.

5. Accumulated sick leave will not be paid to employees leaving for any reason, the employ of the Company.

6. When an employee is unable to report for work due to a sickness or injury as defined above, he must report this fact to his immediate supervisor or other plant management personnel at the earliest possible time, but in no event later than one hour prior to the scheduled time to commence work, otherwise the employee will receive no sick leave allowance for the day.

7. The Company is aware that there are times when absences and extended leaves associated with personal or work-related sickness or injury are not known in advance. However, when such absences are known in advance, the employee should promptly notify the Company as to the time and date of a physician's appointment. For absences of a longer period of time, the employee should promptly notify the Company as to the beginning date and anticipated duration of the leave. The intent here is to keep the Company informed in advance so that supervision can plan and schedule work in the most efficient manner.

8. Employees receiving sick leave pay under the provisions of this Section shall receive holiday pay in lieu of sick leave pay in the event a holiday falls during such sick leave period. Holiday pay shall also be paid for a holiday that falls within the waiting period referred to in Paragraph 10 of this Section.

9. For absences of four or more consecutive workdays, a satisfactory medical doctor's certificate must be presented.

10. An employee who needs to be absent from work due to a non work-related illness or injury may use accumulated sick leave following an absence of three scheduled straight-time workdays, beginning with the fourth such day. The absence due to illness or injury, including the three day waiting period, must be continuous. A return to work not in excess of two workdays, or a paid holiday, shall not interrupt or cancel a waiting period or the beginning or continuation of sick leave pay. A paid holiday, however, will not count as part of the waiting period. An employee who becomes eligible to receive sick leave pay under this Paragraph may substitute vacation pay for any or all of the hours not paid during the waiting period, provided he requests such by the close of the normal business day that follows the day he first became eligible for the sick leave pay. An employee with an imminently life-threatening condition requiring a regimen of treatment such that he will routinely need time off less than four days will be subject to only one three day waiting period in a year for the purpose of receiving that treatment.

11. An employee who reports for work on a straight-time scheduled workday, but is forced by illness to leave work before working more than four hours, shall have that day counted as one day of the required waiting period. An employee who is forced by illness to leave work after working four or more hours, but less than eight, may, on the third day of the waiting period, be paid sick leave pay for the hours lost on the last day worked.

## SERIOUS ILLNESS OF EMPLOYEE'S SPOUSE OR DEPENDENT CHILD

12. Accumulated sick leave may be utilized by employees when a spouse or dependent child is:

- a) Seriously ill or injured,
- b) In the hospital or having out-patient surgery or treatment,
- c) Recovering at home from an illness, injury, or surgery.

13. In all absences associated with the spouse or dependent child, the employee must present a written medical doctor's certificate satisfactorily verifying the need for the employee's presence, the nature of the relative's illness, injury, or surgery and the starting and ending dates of the absence. An employee who fails to satisfactorily verify his reason for absence, or who refuses or fails to submit the verification as instructed, will not be paid and will be subject to discipline. There is no sick leave pay waiting period for an absence associated with the spouse or dependent child.

14. The maximum utilization of accumulated sick leave for incidents of serious illness, injury, or surgery to the employee's spouse or dependent child shall not exceed 40 scheduled straight-time hours in any calendar year. In the event a serious illness, injury, or surgery to the employee's spouse or dependent child requires the employee to be absent from work for more than 120 scheduled straight-time hours during a calendar year, the employee may utilize his accumulated sick leave to cover absences beginning with the 121st hour. A doctor's statement is required which satisfactorily verifies the need for such long term absence.

15. Each seniority employee on the active payroll as of January 1 of each calendar year will receive a sick leave pay waiting period credit, during the month of January, equal to 24 hours of pay at his straight-time rate of pay in effect as of January 1. Upon completion of his probationary period, a probationary employee will receive a sick leave pay waiting period credit as follows:

| Date Probationary Period Completed | Amount of Credit   |
|------------------------------------|--------------------|
| Prior to May 1                     | Sixteen (16) hours |
| Prior to September 1               | Eight (8) hours    |
| September 1 or later               | None               |

### SECTION 24. WORKERS' COMPENSATION PAY

1. A regular full-time employee who is absent from work because of an industrial illness or injury shall have his lost wages reimbursed at a rate of 75%, commencing on the fourth consecutive full working day of the absence. Pay will be computed at the employee's base straight-time rate in effect at the onset of the illness or injury, on the basis of his forty (40) hour workweek, and exclusive of shift premium or any other premium pay.

2. The 75% reimbursement program remains effective for a maximum of thirteen (13) weeks, provided the employee remains on a verifiable work-related disability. Thereafter, the maximum reimbursement due an employee off on a verifiable extended work-related illness or injury shall be a maximum of 66 2/3% of the employee's base straight-time rate in effect at the onset of the illness or injury. The 66 2/3% maximum benefit is paid jointly under the terms and conditions of Workers' Compensation and the Long Term Disability Policy.

3. If an illness or injury occurs on the job, the Company must be notified immediately and the illness or injury must be verified by a medical doctor's certificate.

4. If an employee is absent for eight (8) or more consecutive working days for an industrial illness or injury, he shall be compensated as set forth above, for the first three (3) working days of the absence.

5. This benefit will continue as long as the employee remains disabled and eligible for Workers' Compensation from the insurance carrier. Thereafter, additional benefits are payable under the terms and conditions as set forth in the Long Term Disability Policy.

6. Successive disabilities separated by less than ten (10) consecutive working days of regular full-time work will be considered as the same disability, unless the subsequent disability is due to a different cause.

7. An employee shall not lose any straight-time pay for a partial day absence due to an industrial illness or injury.

8. An employee who fails to return to work at the termination of his Workers' Compensation leave will be treated as a voluntary quit.

9. The Company reserves the right to have an employee examined by a doctor of its choice concerning the verification or continuation of a work-related illness or injury.

#### **SECTION 25. PERSONAL DAY PAY**

1. Each seniority employee on the active payroll shall have two personal days each calendar year. The employee will be paid eight hours at his straight-time rate in effect on the date a personal day is taken.

2. The absence for a paid personal day shall be a non-chargeable occurrence under the Company's Absenteeism Control Program.

3. When an employee needs to take a personal day, he should report this fact to his immediate supervisor or other plant management personnel at the earliest possible time, but in no event later than one hour prior to the scheduled time to commence work, otherwise the employee will receive no pay for the day and the absence becomes a chargeable occurrence. On a first-come, first-serve basis, one employee per work group will be permitted to take a personal day. Additional requests will be considered and may be granted based on operational needs.

4. An unused personal day cannot be carried over to the next calendar year. For any personal day not taken by December 31, the employee shall receive eight hours pay at his straight-time rate in effect on that date. An employee can choose to take a cash-out of his personal day(s) before December 31.

5. Paid personal days may be taken up to and including December 31. However, a paid personal day cannot be taken on an SDO-1, SDO-2, or a holiday. (A personal day is not a holiday.) If an employee decides to take a personal day after November 15, he must schedule it in advance during the time period between November 1 and November 15. The cash-out received for an unused personal day does not count toward overtime.

6. A probationary employee is entitled to the paid personal days if he completes his probation period prior to December 30. If he completes his probation period on December 30, he is entitled to take or cash out one personal day. He is not entitled to a paid personal day if he completes his probation period on December 31.

## SECTION 26. FUNERAL LEAVE

1. In the event of a death in the employee's immediate family, the employee will be granted four consecutive calendar days off without loss of pay from the straight-time workdays he would have worked, provided one of the days absent is the day of the funeral.

The immediate family is defined as:

- a) spouse
- b) parent or stepparent (funeral leave is available to the employee for one mother and one father during employment with the Company)
- c) spouse's parent or stepparent (the limitation as set out for the employee's parent shall also apply)
- d) employee's brother, sister, half-brother, or half-sister
- e) employee's children or the children of the spouse, provided they are stepchildren who live or who have lived in the employee's home in a normal parent/child relationship

2. In case of a death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee will be granted three consecutive calendar days off without loss of pay from the straight-time workdays he would have worked, provided one of the days absent is the day of the funeral.

3. In case of a death of a stepchild not related to the employee's current spouse, the employee will be granted one day off without loss of pay from the straight-time workday he would have worked provided:

- a) the day absent is the day of the funeral, and
- b) the stepchild lives or has lived in the employee's home in a normal parent/child relationship.

4. It is an employee's option when he starts his funeral leave, provided one of the days is the day of the funeral, and provided he gives advance notice to supervision of his days of absence.

5. An employee will receive eight hours straight-time pay for each funeral leave day that is a scheduled straight-time workday. In addition, if he is scheduled to work on an SDO-1 or SDO-2, the employee will be allowed off for funeral leave, without pay.

6. The funeral leave benefit in all cases is contingent upon the honest reporting of the relative that has passed away and the employee's attendance at the funeral.

7. Only those step-relatives specifically identified above are covered by funeral leave.

## SECTION 27. JURY DUTY

1. Employees serving on jury duty shall not lose straight-time pay (exclusive of shift premium) on that account.

2. An employee scheduled to work the day shift, who is required to report for jury duty before noon, shall, upon request and notification to his supervisor, be excused from reporting for work prior to reporting for jury duty, and shall not be required to return to work if he has less than half of his scheduled shift remaining when released from jury duty. An employee who has half or more of his scheduled shift remaining when released from jury duty shall contact his supervisor to determine if he is to return to work. Where practicable, and upon request to the employee's supervisor, an employee scheduled for shift work will be rescheduled to day work for the entire period he is scheduled for jury duty.

3. An employee subpoenaed to testify and who testifies in a civil or criminal judicial proceeding not involving the employee, his family, or any interest of the employee, will suffer no reduction in straight-time pay for time lost in testifying, and will be paid the difference between money received for honoring the subpoena and normal straight-time earnings, exclusive of shift premium, provided the employee provides prompt notice of his receipt of the subpoena.

4. The Company may require for each day, in such form as it deems necessary to the conduct and administration of this provision, evidence of the employee's requirement to report for jury duty or to honor a subpoena, proof of attendance, time of reporting, time of release, and amounts received as compensation.

## **SECTION 28. HEALTH AND SAFETY**

1. A physical examination is required before hiring and may be required during an employee's employment at the discretion of the Company.

2. The Company will provide maintenance of proper housekeeping, safety equipment, sanitary health and safety protection for all employees.

3. The Union and the employees agree to cooperate fully with the Company in order to promote safety in all work locations by the observance of all safety regulations and by performing their work in a safe and careful manner, at all times. Employees will promptly report unsafe conditions or defective equipment to their supervisor. There will be safety meetings and copies of the meeting minutes will be forwarded to the Union's Business Manager. The chief stewards will be the safety representatives. The chief steward and members of the safety committee will meet with their respective Plant Manager, or his designee, once a month for the discussion of safe work practices and conditions.

4. In case of a work-related injury, regardless of how small, the employee must notify his supervisor. In case of a work-related injury that results in lost time from work or requires medical treatment other than first aid, the employee must complete the Employer's First Report of Injury as required by OSHA. Copies of the Employer's First Report of Injury will be forwarded to the Union's Business Manager.

5. The Company shall distribute to all employees a Safety Manual for their guidance and instruction as to safe work practices. Every employee shall become familiar with the rules of the Safety Manual as they apply to his work activities. While the rules of the Safety Manual will cover as many working situations as possible, it should be understood that it is impossible for the manual to cover all situations. The Company will, when it is necessary, establish additional safety rules and regulations which will be distributed to all employees. The Company will forward to the Union's Business Manager advance notice of any new safety rules.

6. In conjunction with 49CFR (Code of Federal Regulations) 391.41 through 391.49, the Company will pay for all testing and licensing expenses associated with employees obtaining and retaining a DOT (Department of Transportation) Operators License.

7. The Company will reimburse each employee up to \$95.00 for safety shoes once a calendar year. Receipt of purchase is required for reimbursement. Employees shall have the option to prospectively combine two calendar years for a single purchase. The employee shall declare his option when the receipt is submitted.

8. The Company will furnish the uniforms to be provided in the Company's clothing policy regarding exposure to energized circuits. The clothing furnished by the Company under this provision is required to be worn by the employee.

## SECTION 29. EMERGENCY RESCUE TEAM

1. All Emergency Rescue Team (ERT) members shall meet and maintain the required physical standards set out in the Company's Emergency Rescue Team Policy. ERT members will be expected to respond to hazardous chemical spill and confined space emergencies where employees are in need of being rescued.

2. The ERT shall be staffed on a volunteer basis.

3. The Company shall provide training for rescue team members as stated below:

a) Three days of initial training for employees joining the rescue team.

b) Eight hours of training, which includes at least one training session or drill per quarter, for each ERT member.

c) Any additional training required by ERT members to acquire or maintain skills sufficient to perform emergency rescues or training required to acquaint ERT members with new equipment will be conducted on an as needed basis, as determined by the corporate safety administrator.

4. Injuries that result from an ERT member's rescue efforts, while at work, are covered by Workers' Compensation.

5. All volunteers for the ERT will be accepted on the basis of bargaining unit seniority. However, employees who hold positions outside of the Company at the time they volunteer such as volunteer firemen, policemen, emergency medical technicians, etc. will be given priority selection. The selection process for this group will also be based on bargaining unit seniority.

6. Employees who volunteer for the ERT shall do so with the understanding that they must remain on the ERT for a minimum of one year. It is understood by the parties that an employee who has an unknown medical condition may volunteer and be accepted into the ERT. Upon discovery of a condition that disqualifies an employee from being an ERT member, the employee shall be allowed to exit the ERT without completing the one year minimum service requirement.

7. Employees interested in withdrawing from the rescue team may do so after the minimum one year of enrollment, provided 60 calendar days written notice is submitted to the Company.

8. ERT members shall be identified by either a special hard hat or insignia.

9. Employees selected for the ERT who have passed the physical examination required to be an ERT member shall earn additional vacation days, as set out below:

a) One vacation day will be credited to the employee's vacation account following the successful completion of the initial three days of rescue training. Once credited, this vacation day will be immediately available for use. Thereafter,

b) Beginning either June 30 or December 31, depending upon when the employee became an ERT member, one additional vacation day will be credited to the employee's vacation account following the completion of six \* months of service.

Example: An employee who completes the rescue training on December 1, 1998, will be credited with one vacation day. Following the completion of six months of service (June 30, 1999) as an ERT member, one additional vacation day will be credited to the employee's vacation account. This process of crediting an employee's vacation account

with one vacation day will continue each June 30, and each December 31, provided the employee remains an ERT member.

\*The first time period for earning an additional vacation day typically will be longer than six months. However, the first vacation day earned by joining the ERT offsets this additional time.

c) Vacation days earned by being an ERT member will be credited to the employee's regular vacation account and may be used or paid to the employee upon termination, resignation, or retirement, according to the Vacations section of this Agreement, except that the vacation day credited under 9.a) above upon completion of the initial three days of training will be immediately available for use.

d) An ERT member will continue to earn service for the accrual of ERT vacation days while on sick/workers' compensation leave until the employee is placed on long term disability.

10. The Union or the Company may withdraw from this ERT Section in its entirety at the expiration of this Agreement.

### SECTION 30. VACATIONS

1. All employees must be continuously employed on the active payroll as full-time employees, by January 1 of each current year, to receive any vacation pay. The vacation year shall be the calendar year.

2. The Company will grant paid vacations in accordance with the following schedule beginning January 1, 2013:

| Length of Continuous Service As of January 1 of the vacation year | Hours Paid At Straight Time                        |
|---|--|
| a) Less than 12 months continuous service                         | 8 hours per full month up to a maximum of 80 hours |
| b) More than one year but less than five years continuous service | 80 hours   |
| c) After five years continuous service                            | 104 hours  |
| d) After nine years continuous service                            | 112 hours  |
| e) After 10 years continuous service                              | 120 hours  |
| f) After 11 years continuous service                              | 128 hours  |
| g) After 12 years continuous service                              | 136 hours  |

|   |           |
|---|-----------|
| h) After 13 years<br>continuous service | 144 hours |
| i) After 14 years<br>continuous service | 152 hours |
| j) After 15 years<br>continuous service | 160 hours |
| k) After 25 years<br>continuous service | 184 hours |

3. "Continuous service" in this Section is defined as time actually spent performing productive work for the Company and does not include time away from work for any cause or reason whatever, except approved leaves of absence or vacations.

4. Employees eligible to receive vacation benefits under this Section, who resign, retire, terminate, or are laid off, shall receive pay in lieu of vacation benefits accumulated to the time of separation on the following basis:

- a) They shall receive pay for one-twelfth (1/12) of the applicable vacation hours earned for each month worked during the current vacation accrual year. The vacation accrual year is the calendar year commencing with each January 1 and ending December 31. A month's work will be defined as any calendar month in which the employee works 120 hours.
- b) In order to be entitled to any pay under this Paragraph, all persons who resign or retire must give proper notice by submitting a "resignation notice" to his supervisor at least two weeks (14 calendar days) prior to the desired date of termination or separation. Employees who fail to submit proper notice will forfeit all accrued vacation entitlement.
- c) In the event of the employee's death, the benefits described in 4.a) above shall be paid to the employee's estate.

5. All discharged employees will receive pay for vacation accrued prior to the year of termination.

6. All vacation requests are to be turned in by February 1. The Company will post vacation schedules by March 1. All vacation requests turned in after February 1 will be on a first-come, first-serve basis. Vacations will be granted based on employees' bargaining unit seniority provided the Company maintains the proper balance of skills, experience and job knowledge.

7. An employee will ask his supervisor before his vacation commences about his work schedule (shift, starting and quitting times) for the first scheduled workday upon his return from vacation. If it is necessary to change an employee's work schedule while he is on vacation, the change will be made in accordance with the 16 hour notice provisions of the Hours, Overtime and Premium Pay section of this Agreement.

8. Subject to the approval of the employee's supervisor, employees will be permitted to trade vacation periods with other employees within their job classifications.

9. A maximum of 184 hours vacation credit may be carried from one calendar year to the next. Vacation credit is accrued in the calendar year prior to the calendar year in which it can be used. If an employee foregoes his vacation at the request of the Company, the Company shall in lieu thereof pay the employee his vacation pay over and above his ordinary pay.



**SECTION 31. HOLIDAYS**

1. All active, full-time regular employees with seniority shall receive eight hours pay at their straight-time rate in effect on the day of the holiday.

2. An employee who works on a day observed as a holiday shall be compensated as follows:

- a) He shall be paid for all hours worked on the holiday at a rate of time and one-half his straight-time rate in effect on that day.
- b) He shall receive eight hours holiday pay at his straight-time rate in effect on that day.

3. When an employee works temporarily upgraded on a day observed as a holiday, he will receive holiday pay, as set out above, at the appropriate temporary upgrade rate.

4. If an employee is scheduled to work on a holiday and fails to work, he will not be paid for the holiday unless his absence is excused by the Company.

5. An employee that does not work the holiday shall receive holiday pay under the following conditions:

- a) He must work or receive pay for all the hours of his scheduled shift on the last workday preceding such holiday(s), and he must work or receive pay for all the hours of his first scheduled shift immediately following the holiday(s).
- b) If an employee is absent on one of the qualifying days for a reason that is non-payable under the provisions of this Agreement, such absence will not result in the loss of holiday pay if the reason is substantiated by the employee and accepted by the Company.
- c) No holiday pay is due an employee who is absent on both of the qualifying days for a non-payable reason, unless the holiday falls within the three day waiting period for paid sick leave eligibility as provided in Paragraph 10 of Section 23.
- d) If an employee is tardy and the Company does not invoke Paragraph 22 of Section 19, the employee shall receive holiday pay.
- e) Holiday pay is not paid an employee on disciplinary suspension on both of the qualifying days. The holiday(s) is counted as part of the suspension period.
- f) Holiday pay is not paid an employee who is on long term disability on both of the qualifying days.
- g). Holiday pay is not paid in lieu of workers' compensation pay, however holiday pay is paid in lieu of sick pay.

6. During this Agreement there shall be 10 paid holidays as follows:

- |                  |                           |
|------------------|---------------------------|
| New Year's Day   | Veteran's Day             |
| Good Friday      | Thanksgiving Day          |
| Memorial Day     | Friday after Thanksgiving |
| Independence Day | Christmas Eve             |
| Labor Day        | Christmas Day             |

7. In the event a holiday occurs on any employee's scheduled day off, the preceding scheduled

workday (if in the same pay period) will be observed as the holiday.

Example: A holiday that occurs on Saturday will be observed on the preceding Friday by employees that are scheduled to work Monday through Friday for that pay period.

8. In the event a holiday occurs on any employee's scheduled day off at the beginning of the pay period such that Paragraph 7 cannot be applied, the next scheduled workday will be observed as the holiday.

Example: A holiday that occurs on Sunday will be observed on Monday by employees that are scheduled to work Monday through Friday for that pay period.

## **SECTION 32. HEALTH AND WELFARE**

1. The details covering such matters as eligibility, coverage continuation, benefits and covered services, deductibles, exclusions and limitations, coordination of benefits, termination of coverage, conversion privileges, and all other terms and provisions of the plans referred to in this Section shall be as specifically provided or set out in the plan documents.

### **MEDICAL INSURANCE – ACTIVE EMPLOYEES**

2. Each employee is entitled to the group health coverage provided to, and on the same basis as, all other regular full-time employees of the Company. The Company retains the right in its sole discretion to modify the terms, conditions, and level of benefits under the group health coverage, after offering to meet and discuss such changes with the Union, so long as benefits for employees covered by this Agreement are the same as provided to other full-time employees of the Company.

3. The Company and the employees will co-share the cost of the medical premiums. The employee's contribution to the cost of coverage will depend on the coverage he has. The monthly employee contribution percentage will be 10 percent of the cost, but no more than the following:

|                                  |          |
|----------------------------------|----------|
| Employee Only                    | \$ 75.00 |
| Employee and Spouse              | 155.00   |
| Employee, Spouse, and Child(ren) | 210.00   |
| Employee and Child(ren)          | 140.00   |

The employee's contribution will be made through payroll deduction on a pre-tax basis.

4. If an active employee with dependent coverage dies, dependent medical coverage may continue up to the fifth anniversary of the employee's death. Coverage will be provided for the first 12 months, with the survivor paying the same monthly contribution as an active employee. Thereafter, coverage will be provided on an 80/20 co-shared basis, with the survivor paying 20 percent of the monthly premium.

### **MEDICAL INSURANCE – RETIREES**

5. Group medical coverage is available for employees who retire on or after age 62 with 10 or more years of service. Coverage is also available for the retiree's spouse and, prior to the retiree and his spouse attaining age 65, his dependents if otherwise eligible, provided the spouse and dependent were on the coverage as of the retiree's retirement date. Prior to age 65, the coverage for a participant will be the active group medical coverage. At age 65, the coverage will be Medicare supplement coverage. To be eligible for the Medicare supplement coverage, the participant must enroll in Medicare Part B. The cost to the retiree and/or his spouse and dependents is 100% of the applicable premium.

6. Upon retirement, the Company will establish a Retiree Medical Account to be used for the purpose of paying for the coverage provided by the Company under Paragraph 5 above; or to pay for medical insurance the retiree elects to purchase from another insurer for himself and/or his spouse, after which the participant cannot elect to resume coverage provided by the Company. The spouse can remain on the coverage provided by the Company as long as the retiree remains on the coverage. The spouse can choose at any time to use the Retiree Medical Account to purchase coverage from another insurer.

7. Use of the Retiree Medical Account to purchase medical coverage other than that provided by the Company will require, in such form as the Company deems necessary, verification that such coverage is in effect, documentation of the cost and, if participant reimbursement is to be made, proof of payment. The Company will arrange for payment directly to the insurer when the participant has arranged with the insurer for direct billing to the Company, provided it is administratively feasible to do so and does not create a tax liability for the Company. The Retiree Medical Account shall not be used to purchase coverage from any plan sponsored by an employer other than the Company.

8. For employees retiring on or after January 1, 2012, the initial amount in the Retiree Medical Account will equal \$1,250 per year of service, to a maximum of \$37,500. Employees retiring on or after September 15, 2012 shall receive service credit equal to 1/12th the amount per year for each whole month of service completed since their last service anniversary date, provided that this partial year service credit will not result in an initial account balance greater than \$37,500. The account balance will be credited with interest based on the 10-year Treasury rate, subject to a four percent minimum and a seven percent maximum rate.

9. The retiree may elect to pay premiums from the Retiree Medical Account in full or in part until the account balance reaches zero. Thereafter, the retiree who has remained on the coverage provided by the Company may continue the coverage by paying 100% of the premium. If a retiree on the coverage provided by the Company dies and his spouse is also on the coverage, the spouse will be eligible to continue the coverage, or elect to purchase coverage from another insurer, using any balance in the Retiree Medical Account to pay premiums. If the retiree and his spouse die, any balance in the Retiree Medical Account will be paid to the first of the following then surviving: child(ren), parent(s); or to the estate.

#### MEDICAL INSURANCE – DISABLED EMPLOYEES

10. If an employee becomes disabled as a result of an injury or an illness while employed by the Company, group health coverage will be provided for him on the following basis:

- a) Coverage will be provided for the first 12 months of disability, beginning with the first day of disability (the day following the last day worked), with the employee paying the same as an active employee.
- b) After 12 months of disability, coverage will be provided on an 80/20 co-shared basis, with the employee paying 20 percent of the monthly premium.

11. The Company's active group health coverage will continue until the disabled employee becomes eligible for Medicare as a result of his disability, at which time the Company will provide Medicare supplement coverage. To be eligible for the Medicare supplement coverage provided by the Company, the disabled employee must enroll in Medicare Part B. The cost to the disabled employee for the supplemental coverage is 75 percent of the Medicare supplement premium rate.

12. The Company's applicable health coverage for the disabled individual will continue for the duration of the disability regardless of his employment status with the Company; provided that the health coverage will terminate when the individual (i) reaches age 65, (ii) recovers from the disability, (iii) accepts other employment, (iv) ceases to pay the required monthly premiums, or (v) can no longer provide proof of disability.

13. If an employee who becomes disabled has dependent coverage as of the first day of disability, the coverage may be continued on the same basis as set out in Paragraph 10 above. Dependent medical coverage may continue up to the fifth anniversary of the date the employee qualified for long term disability, or until the employee's earlier termination of employment.

#### OTHER INSURANCE

14. The Company shall provide employee life and AD&D insurance, with the amount of life insurance equal to two times the employee's annual base pay, and the amount of AD&D insurance equal to the life insurance amount. The Company shall also provide \$10,000 of life insurance on the employee's spouse and each dependent child, and \$100,000 of business travel accident coverage on each employee. The cost of the insurance shall be paid by the Company.

15. Each employee is also entitled to the dental insurance and vision insurance provided to, and on the same basis as, all other regular full-time employees of the Company. The cost of dental insurance on the employee is paid by the Company. Dependent dental coverage is optional, and the cost is co-shared by the Company and the employee on an 80/20 basis (80% Company, 20% employee). The cost of vision insurance on the employee is paid by the Company, up to a monthly maximum of \$8.00, with an amount equal to the employee-only coverage cost (subject to the \$8.00 maximum) being applied to offset the cost for employee and dependent coverage (i.e., employee and spouse; employee, spouse, and child; employee and child).

16. For an employee who becomes disabled, the life, AD&D, dental, and vision insurance provided for him and/or his dependents will or may continue for one full year, beginning with the first day of disability. Thereafter, AD&D and dependent life insurance will cease, and the employee's life insurance will continue only where approved (premium waived) by the carrier. Dental and/or vision coverage may continue after one full year, up to the third anniversary of the date the employee qualified for long term disability, with the employee paying 100% of the cost.

#### LONG TERM DISABILITY

17. The Company will pay the cost of long term disability insurance that provides the same level of benefits in effect as of the commencement date of this Agreement, which is 66 2/3% of the employee's base pay rate, up to a maximum monthly benefit of \$4,000.

18. An employee on long term disability must become eligible for Social Security disability benefits as of the second anniversary of the date he qualified for long term disability, or be in the process of appealing a Social Security benefit denial, if he is to continue receiving long term disability benefits on or after that date. If a decision on the appeal in process has not been rendered as of the two year expiration date, the long term disability benefit will decrease by the amount the employee would otherwise be entitled to receive from Social Security. If the employee later receives a favorable decision on the appeal, the long term disability benefit will continue as set out in the plan document. If the employee loses his appeal, his coverage will cease and if he is unable to return to work at that time, he shall be terminated.

#### SECTION 33. PENSION

1. The Bargaining Employees Retirement Savings Plan is a defined contribution pension plan consisting of two parts: a retirement section providing for unmatched non-elective employer contributions; and a thrift and 401(k) savings section providing for employee and matching employer contributions. The retirement section calls for employer contributions into a retirement or base contribution account, based on graduated percentages of base pay, depending on the employee's age.

|     |               |              |              |              |              |              |              |            |
|-----|---------------|--------------|--------------|--------------|--------------|--------------|--------------|------------|
| Age | <u>&lt;33</u> | <u>33-36</u> | <u>37-40</u> | <u>41-44</u> | <u>45-48</u> | <u>49-52</u> | <u>53-56</u> | <u>57+</u> |
| %   | 5             | 6            | 7            | 8            | 9            | 10           | 11           | 12         |

The thrift and 401(k) savings section allows employees to contribute or defer base pay on an after-tax basis (thrift savings), a pre-tax basis (401(k) savings), or both. The matching employer contribution is 60% of the first 6% of base pay contributed by the employee on a pre-tax basis.

2. Employees are eligible to participate in the Bargaining Employees Retirement Savings Plan, for purposes of receiving the employer base contributions and matching contributions, on the first day of the month coincident with or next following completion of a 12 consecutive month period during which the employee earns 1,000 hours of service. For purposes of making employee thrift and 401(k) savings contributions, employees are eligible as of the first of the month coincident with or next following completion of their first hour of service.

3. The details covering the provisions of the Bargaining Employees Retirement Savings Plan shall be as specifically provided in the plan documents, and are subject to IRS rules and regulations.

**SECTION 34. BULLETIN BOARDS**

1. The Company shall provide bulletin boards to be used for the posting of Union notices of elections, meetings, appointments, and Union recreational and social affairs. Prior to posting, all materials must be approved by the Human Resources Department or the chief stewards may have materials approved by the respective Plant Manager. There shall be no posting by employees of pamphlets, advertising or political materials, notices of any kind or literature upon Company property.

**SECTION 35. PLANT VISITATION**

1. An accredited Union representative may visit a plant at reasonable times during working hours. The representative will notify the Company prior to the visit and will secure permission from the respective Plant Manager prior to the visit, and such visits will not be permitted if they interfere with the operations of the plant. Such visits shall be limited to participation in the adjustment of a pending grievance as provided for in the grievance procedure under this Agreement, or to make a physical inspection of the plant operations necessary to process a pending grievance. Such visits will not be permitted if they are abused or if they interfere with production or with employees while at work.

**SECTION 36. SEPARABILITY**

1. If any provision of this Agreement is invalidated by legislation or by decision of a court of competent jurisdiction, such invalidation shall apply only to the provision or provisions expressly invalidated, and all remaining portions of this Agreement shall remain in full force and effect. The Company and the Union shall meet to renegotiate the invalidated provision or provisions.

**SECTION 37. HOURLY WAGE RATES AND LABOR GRADE CLASSIFICATION ASSIGNMENTS**

1. All basic hourly wage rates paid by the Company to bargaining unit employees in the respective labor grades are listed below.

First period from September 15, 2012 through September 14, 2013

Second period from September 15, 2013 through September 14, 2014

Third period from September 15, 2014 through September 14, 2015

LABOR GRADE 1

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$30.62    | \$31.88     | \$33.06  |
| 2nd period | \$31.31    | \$32.60     | \$33.80  |
| 3rd period | \$32.01    | \$33.33     | \$34.56  |

Classifications: Control Room Operator, Senior Mechanic, Senior Instrument Technician, Senior Electrician, Senior Machinist, Senior Equipment Mechanic, (Grandfathered) Lab Technician "A", Senior Equipment Operator

LABOR GRADE 2

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$26.20    | \$27.94     | \$30.06  |
| 2nd period | \$26.79    | \$28.57     | \$30.74  |
| 3rd period | \$27.39    | \$29.21     | \$31.43  |

Classifications: Mechanic, Instrument Technician, Electrician, Machinist, Equipment Mechanic a)

LABOR GRADE 3

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$27.43    | \$28.29     | \$29.70  |
| 2nd period | \$28.05    | \$28.93     | \$30.37  |
| 3rd period | \$28.68    | \$29.58     | \$31.05  |

Classifications: Lab Technician

LABOR GRADE 4

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$29.39    |             |          |
| 2nd period | \$30.05    |             |          |
| 3rd period | \$30.73    |             |          |

Classifications: Scrubber Operator

LABOR GRADE 5

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$26.52    | \$27.43     | \$28.29  |
| 2nd period | \$27.12    | \$28.05     | \$28.93  |
| 3rd period | \$27.73    | \$28.68     | \$29.58  |

Classifications: Auxiliary Operator (Operations), Auxiliary Operator (Scrubber), Solid Waste Operator (Scrubber)

LABOR GRADE 6

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$26.20    | \$27.09     | \$27.94  |
| 2nd period | \$26.79    | \$27.70     | \$28.57  |
| 3rd period | \$27.39    | \$28.32     | \$29.21  |

Classifications: (Grandfathered Journeyman) – (Mechanic, Instrument Technician, Electrician, Machinist, Equipment Mechanic), Equipment Operator, Storekeeper

LABOR GRADE 7

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$23.35    | \$24.14     | \$24.89  |
| 2nd period | \$23.88    | \$24.68     | \$25.45  |
| 3rd period | \$24.42    | \$25.24     | \$26.02  |

Classifications: Utility (Operations), Utility (Scrubber)

LABOR GRADE 8

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$23.04    | \$23.79     | \$24.55  |
| 2nd period | \$23.56    | \$24.33     | \$25.10  |
| 3rd period | \$24.09    | \$24.88     | \$25.66  |

Classifications: Utility (all departments except Operations and Scrubber), Assistant Storekeeper

LABOR GRADE 9

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$21.53    | \$22.27     |          |
| 2nd period | \$22.01    | \$22.77     |          |
| 3rd period | \$22.51    | \$23.28     |          |

Classifications: (Grandfathered) Laborer

LABOR GRADE 10

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$20.13    | \$21.53     |          |
| 2nd period | \$20.58    | \$22.01     |          |
| 3rd period | \$21.04    | \$22.51     |          |

Classifications: Laborer b)

- a) Employees who transfer or job bid into a journeyman position on or after April 23, 1987, shall be covered by this Labor Grade. Advancement to a Labor Grade 1 Senior Journeyman position shall occur only through the job bid and request for transfer provisions.
- b) This Labor Grade applies to all new Laborers and those who request for transfer to the Laborer classification on or after April 23, 1984.

**SECTION 38. STEP RATE PROGRESSION**

1. All employees will progress to the next step rate on his classification anniversary date, until he reaches the top rate of his Labor Grade, provided he is qualified to do the job.

**SECTION 39. ESTABLISHED LINES OF PROGRESSION**

Employees will progress through the established lines of progression set out below:

Production, Scrubber and Solid Waste, Mechanical, Instrumentation, Electrical, Machine Shop, Fuels Equipment Operations, Fuels Equipment Maintenance, Lab and Warehousing Departments.

**Production**

- 1. Control Room Operator
- 2. Auxiliary Operator
- 3. Utility (Operations)

**Mechanical**

- 1. Senior Mechanic
- 2. Mechanic
- 3. Utility (Mechanical)

**Electrical**

- 1. Senior Electrician
- 2. Electrician
- 3. Utility (Electrical)

**Fuels Equipment Maintenance**

- 1. Senior Equipment Mechanic
- 2. Equipment Mechanic
- 3. Utility (Equipment Maintenance)

**Scrubber and Solid Waste a)**

- 1. Scrubber Operator
- 2. Auxiliary Operator (Scrubber)  
Solid Waste Operator
- 3. Utility (Scrubber)

**Instrumentation**

- 1. Senior Technician (Instrument)
- 2. Technician (Instrument)
- 3. Utility (Instrument)

**Machine Shop**

- 1. Senior Machinist
- 2. Machinist
- 3. Utility (Machinist)

**Fuels Equipment Operations**

- 1. Senior Equipment Operator
- 2. Equipment Operator
- 3. Utility (Equipment Operations)



**Warehousing**

1. Storekeeper
2. Assistant Storekeeper

**Lab**

1. (Grandfathered) Lab Technician "A"  
Lab Technician

**Laborer b)**

Laborer

- a) The Scrubber Auxiliary and the Solid Waste Operator shall be treated as a combined classification for the purpose of layoff, displacement, and recall (Section 15) and permanent transfer (Section 18.2). The Scrubber Auxiliary or the Solid Waste Operator shall be offered the adjacent classification's unscheduled overtime, referred to in Section 19.10, before offering the unscheduled overtime to the Utility classification.
- b) Laborers are not in an established line of progression.

The parties agree that the ratio of senior journeyman to journeyman may not be less than 1 to 1 for the first four positions in each journeyman department at each work facility and such ratio may not be less than 2 to 1 for all additional senior journeyman and journeyman positions in the department. Such ratios may be maintained by the Company provided that business conditions allow such a ratio to exist.

**SECTION 40. IN WITNESS WHEREOF**

1. IN WITNESS WHEREOF, this Agreement is entered into the 15th day of September, 2012.

**BIG RIVERS ELECTRIC CORPORATION**

by

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President & CEO

---

Vice President Administrative Services

**LOCAL UNION 1701, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS,  
AFL-CIO**

by

---

Larry W. Boswell  
Business Manager & Financial Secretary

---

Tim West, Chair

---

Donna Haynes, Vice Chair

---

James Gregory

---

Rick Burcham

---

Jerrame Swift

## **MECHANICAL, INSTRUMENTATION, AND ELECTRICAL OVERTIME GUIDELINES**

Distribution of overtime shall be on the basis of departmental seniority and according to a set sequence, providing that all business considerations made on behalf of safety, qualifications, efficiency, economics, and orderly operations do not prevail.

1. By the end of the employee's first shift on Thursday of the previous workweek, overtime lists by seniority in department, classification, and shift involved will be posted at each facility.

2. When scheduled overtime is available, before the work schedule is posted at the end of the first shift on Thursday, it is Management's responsibility to identify the most senior employee on the overtime list and offer this employee the overtime opportunity on this work schedule. This sequence will continue down the overtime list until someone accepts the overtime opportunity. If no one accepts the overtime opportunity, the least senior employee will be required to work the overtime.

3. When scheduled overtime is available, after the work schedule was posted at the end of the first shift on Thursday, it is Management's responsibility to identify the least senior employee on the overtime list and offer that employee the overtime opportunity. The employee offered the overtime assignment will work the overtime unless he arranges for a substitute acceptable to the Company. It is the employee's responsibility to use the set overtime list to find the replacement.

4. When unscheduled overtime is available, it is Management's responsibility to offer the least senior employee the overtime assignment. The employee offered the overtime assignment will work the overtime unless he arranges for a substitute acceptable to the Company. It is the employee's responsibility to use the set overtime list to find the replacement.

5. Management holds no responsibility for the employee's improper use of the set overtime list as set out in Paragraphs 3 and 4 above.

## **OPERATIONS/SCRUBBER UNSCHEDULED OVERTIME GUIDELINES**

Distribution of "unscheduled overtime" shall be on the basis of departmental seniority and according to a set sequence, providing that all business considerations made on behalf of safety, qualifications, efficiency, economics, and orderly operations do not prevail (e.g. avoiding extra expense for SDO-1 and SDO-2 employees; employees already having worked or are scheduled to work three or more hours beyond their regular shift not being required to work additional overtime for that day and not normally being offered such overtime; etc.).

1. When overtime is available, Management will ensure the following sequence will be used, utilizing the appropriate lists as follows:

a) For Hold-Over and Report-In overtime, use the list for the shift where the overtime is being offered. The order of offering overtime by classifications is as follows:

- 1) The classification where the opening occurs.
- 2) Qualified employees in the next lower classification.
- 3) Qualified employees in the next higher classification.

b) For Call-In overtime, use the list for the shift following the shift where the vacancy first

occurred. The order of offering overtime by classifications is as follows:

- 1) The classification where the opening occurs.
- 2) Qualified employees in the next lower classification.

2. If the vacancy is not filled voluntarily using the steps above, the appropriate employee in the same classification where the vacancy causing overtime first occurred will be required to work the overtime.

### **REMEDY FOR VIOLATION OF OVERTIME GUIDELINES**

The appropriate remedy for violation of the overtime guidelines shall be as follows:

1. When an unintentional violation occurs and is grieved after the overtime has been worked, the employee(s) who files a grievance and was eligible for the overtime shall be offered make-up overtime hours equal to the number of hours missed as a result of the violation, within 30 days of the violation. This make-up overtime shall not be on work that would be performed on an overtime basis, and the overtime rate shall not be less than the rate the employee would have received, had the violation not occurred.

2. When an intentional violation occurs or the Company is made aware of a violation prior to the start of the overtime assignment and does not assign the overtime to the appropriate employee(s), the employee(s) who files a grievance and was eligible for the overtime shall receive pay in an amount equal to the amount the employee would have received had the employee worked the overtime.

In any case above, the Company's liability will not exceed the hours paid to the employee(s) during the disputed overtime occurrence.

## 12-HOUR ROTATING WORK SCHEDULE AGREEMENT

The Company and the Union mutually agree that the provisions negotiated between the parties permit the rotating shift departments as of September 14, 2012, to continue to work 12-Hour Rotating Work Schedules. Contained herein are the mutually agreed to deviations from the collective bargaining agreement (the Agreement) between the parties for application to 12-Hour Rotating Work Schedules. The 12-Hour Rotating Work Schedule mutually approved by the Company and the Union shall be a part of this 12-Hour Rotating Work Schedule Agreement.

The 12-hour Rotating Work Schedule shall continue for the life of the Agreement or until either party gives 30 days written notice to the other that they want the 12-Hour Rotating Work Schedule to be discontinued.

**The following summarizes the mutually agreed to deviations between the administration of work schedules permitted under the parties' collective bargaining agreement and the 12-Hour Rotating Work Schedules permitted by this 12-Hour Rotating Work Schedule Agreement:**

### SECTION 11. GRIEVANCE PROCEDURE

1. The seven days will become 14 days.

### SECTION 19. HOURS, OVERTIME AND PREMIUM PAY

1. An employee working a 12-Hour Rotating Work Schedule shall be paid the appropriate overtime rate for all hours worked outside his scheduled work shift or in excess of 12 straight-time hours in a standard workday. He shall be paid the appropriate overtime rate for all hours worked over 40 straight-time hours in a standard workweek.

2. Time and one-half shall be paid for all hours worked by an employee working a 12-Hour Rotating Work Schedule on his first full Scheduled Day Off (SDO-1) and double-time for all hours worked on his last full Scheduled Day Off (SDO-2). Hours of scheduled work performed on Other Scheduled Days Off (OSDO) will be paid at time and one-half, provided the 12-Hour Rotating Work Schedule employee has satisfied the over 40 hours of straight-time worked requirement.

3. All hours for which an employee receives straight-time pay will be considered as time worked for the purpose of meeting the over 40 straight-time hours requirement.

4. The Rotating Shift premium shall be paid for all straight-time hours worked to employees working a 12-Hour Rotating Work Schedule. The Rotating Shift premium shall be paid at time and one-half for all overtime hours worked.

5. No other shift premium or Sunday premium will apply to employees working a 12-Hour Rotating Work Schedule, except as set out above.

6. The Company, where appropriate, will utilize off-duty employees by the current overtime guidelines to cover unscheduled overtime work circumstances prior to utilizing on-shift employees. Each week, employees may sign a daily, volunteer overtime sign-up list for the following workweek. Employees, beginning with those that signed the volunteer list, on their short time off will be utilized before employees on their long time off.

### SECTION 23. SICK LEAVE PAY

1. A regular full-time employee working a 12-Hour Rotating Work Schedule will not be paid sick leave pay for non-occupational illnesses for the first two full consecutive working days of any one continuous absence.

2. An employee who reports for work on a straight-time scheduled workday but is forced by illness to leave work before working more than six hours shall have the day counted as one day of the required waiting period.

3. Sick leave pay shall not exceed 12 hours pay for a scheduled straight-time workday, nor be in excess of a scheduled workweek, to exclude any overtime work on an off day.

4. Sick leave pay will be paid at the employee's base straight-time rate.

#### **SECTION 24. WORKERS' COMPENSATION PAY**

1. Workers' compensation pay shall be paid at a rate of 75 percent of the employee's base straight-time pay rate in effect at the onset of the illness or injury.

2. Workers' compensation pay shall not exceed 12 hours pay per scheduled straight-time workday, nor be in excess of a scheduled workweek.

3. A regular full-time employee working a 12-Hour Rotating Work Schedule will not be paid workers' compensation pay for industrial illness or injury for the first two full consecutive working days of any one continuous absence.

4. If an employee working a 12-Hour Rotating Work Schedule is absent for five or more consecutive scheduled workdays, he shall be compensated at a rate of 75 percent of his base straight-time pay rate for the first two full working days of the continuous absence.

5. The Company may assign the 12-Hour Rotating Work Schedule employee, absent on an extended leave, to a 40 hour workweek for successive full payroll periods.

6. Successive disabilities, separated by less than six consecutive 12-Hour Rotating Work Schedule working days of regular full-time work, will be considered the same disability unless the subsequent disability is due to a different cause.

#### **SECTION 25. PERSONAL DAY PAY**

1. Each personal day will be paid at a rate of 12 hours at the employee's base straight-time pay rate.

2. The paid personal day cannot be taken on any SDO or a scheduled holiday.

#### **SECTION 26. FUNERAL LEAVE**

1. An employee will receive up to 12 hours pay, paid at his base straight-time pay rate, for each scheduled straight-time funeral leave day.

#### **SECTION 27. JURY DUTY**

1. An employee serving on jury duty will receive up to 12 hours pay, paid at his base straight-time pay rate, for scheduled straight-time workday absences.

#### **SECTION 29. EMERGENCY RESCUE TEAM**

1. A vacation day will be 12 hours.

### **SECTION 30. VACATION**

1. An employee will receive up to 12 hours vacation pay, paid at his base straight-time rate, for each scheduled straight-time workday taken as vacation; including up to 12 hours vacation pay for the fourth scheduled straight-time workday in the scheduled 48 hour workweek.

### **SECTION 31. HOLIDAYS**

1. An employee scheduled off on a shift observed as his holiday will receive eight hours holiday pay, paid at his base straight-time pay rate. Such employee shall have the option to use vacation pay for the balance of the hours of the scheduled holiday.

2. An employee who works on a shift observed as his holiday will receive pay at the rate of time and one-half for all hours worked on the holiday. In addition, the employee will receive eight hours holiday pay, paid at his base straight-time pay rate.

### **SECTION 33. PENSION**

1. For the purpose of pension plan administration, contributions will be calculated for all hours paid in any two week pay period, regardless of the premium payment, not to exceed 80 hours in any two week pay period, for all regular full-time employees working a 12-Hour Rotating Work Schedule.

**RELATED  
INFORMATION  
SECTION**



## MEMORANDUM OF UNDERSTANDING

RE: AUTOMATIC STEP RATE PROGRESSION EMPLOYEES

(Mechanical, Electrical, Instrumentation, Fuels Equipment Maintenance, and Machinist)

In the event an employee covered under Section 38 of the 2007 WKE Labor Agreement between WKE and IBEW Local 1701 should ever be displaced to a utility or laborer position, upon recall to the journeyman line of progression, the employee shall be returned to his highest position previously held. Upon loss of recall rights, the employee shall have bid rights as all other step rate progression employees. After a successful bid to a journeyman classification, the employee will automatically progress on his classification anniversary date until he reaches the top step of Labor Grade 1.

## LETTER OF INTENT

RE: Calculation of the 16 hours worked and 12 hour rest period set out in the labor agreement.

When calculating whether 16 hours has been worked in a 24 hour period or when applying the 12 hour rest period provision, the following rules apply:

- a) In the event an employee works 16 hours in a 24 hour period, the 12 hour rest period hours shall not be included in a subsequent 16 hours worked calculation.
- b) There is no pay due an employee who has been excused from and does not work the scheduled hours outside his 12 hour rest period. In respect to such non-premium hours, the employee may be excused from such hours of work without pay, provided Management approves the employee's request to go home and rest, rather than work. Or, if there is a concern by the Company because of the long hours worked for the safety of the employee and/or for his fellow workers, the Company may direct the employee to go home to rest, without pay, during the non-premium hours of the scheduled shift. If the employee is directed to go home, as set out herein, during scheduled overtime hours the appropriate contractual overtime cancellation notice must be applied.
- c) Time taken for meals outside of the employee's scheduled shift is restricted to "ample time only." Time taken for such non-scheduled meal breaks is included in the 16 hours worked calculation. The parties agree that "ample time only" is the necessary time for an employee to eat, but at no time shall the meal break exceed 20 minutes.

**Big Rivers' Labor Agreements with IBEW Local 1701 -  
July 17, 2009**

*Generation*

**A G R E E M E N T**

**BIG RIVERS**  
**ELECTRIC CORPORATION**

**AND**

**INTERNATIONAL BROTHERHOOD**  
**OF**  
**ELECTRICAL WORKERS**  
**LOCAL 1701**

**July 17, 2009**

**GARY OSBORNE  
BUSINESS MANAGER**

**TIM WEST  
CHAIRMAN**

**PATRICK KELLEMS  
VICE CHAIRMAN**

**ROBERT MELLOY  
RECORDER**

**NOBLE DENTON  
JERRY PARKER  
JERRAME SWIFT  
JERRY WILSON  
EXECUTIVE COMMITTEE**

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL 1701  
2911 WEST PARRISH AVENUE  
OWENSBORO, KY 42301  
TELEPHONE: 270-684-3058**

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## **SECTION 1. AGREEMENT**

1. This Agreement is entered into the 17th day of July 2009, by and between the generation division of BIG RIVERS ELECTRIC CORPORATION, located in Henderson, Kentucky, hereinafter referred to as the Company, and LOCAL UNION 1701 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as the Union, who hereby agree as follows:

## **SECTION 2. DURATION AND TERMINATION**

1. This Agreement shall commence July 17, 2009 and shall continue in full force and effect until 11:59 p.m., September 14, 2012, when it shall terminate. If any party desires to renew this Agreement, they shall give the other party written notice to that effect not less than 60 days nor more than 90 days prior to September 14, 2012, except by written consent of the parties.

## **SECTION 3. AGREEMENT IN FULL**

1. This Agreement expresses the entire agreement of the parties, and the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement. Both parties agree to meet (upon request of either party) quarterly for clarification of Agreement language (not grievances), if necessary.

## **SECTION 4. NONDISCRIMINATION**

1. Neither the Company nor the Union will discriminate against any employee because of race, color, sex, religion, age, national origin, handicap or veteran. Wherever the male gender pronoun is used, or wherever a job classification is described with a male term in this Agreement, it is understood it shall apply to either male or female.

## **SECTION 5. WITNESSETH RECOGNITION CLAUSE**

1. The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment of all operation and maintenance employees of the Company employed throughout its generation system in Kentucky, including control room operators, scrubber operators, solid waste operators, auxiliary operators, utilities, lab technicians, storekeepers, assistant storekeepers, fuels equipment mechanics, fuels equipment operators, senior journeymen, journeymen, and laborers; BUT EXCLUDING, all office clerical and building attendants, all temporary employees hired for up to but not more than 60 working days during the life of this Agreement for laborer duties only, all professional, administrative and management employees, guards and supervisors as defined in the Act, as set out in the Certification of Representative being NLRB Case No. 25-RC-5955 duly certifying the Union in the bargaining unit set out above. The Union's Business Manager will be informed of all bargaining unit and temporary employees hired as described above. Any laid off employee will be recalled prior to hiring temporary employees.

## **SECTION 6. PUBLIC OBLIGATION (NO STRIKE-NO LOCKOUT)**

1. It is expressly understood and agreed that the services to be performed by the employees pertain to and are essential to the operation of a public utility and the welfare of the public is dependent thereon



requiring continuous operation, and it is agreed, in recognition of such obligation of continuous service that, during the term of this Agreement, there shall be no collective cessation of work by members of the Union and neither the Union, nor its members, agents, representatives, or employees of the Company or any individual employees, shall incite, encourage, condone, support, or participate in any strike, slowdown, work stoppage, picketing, sympathy strike, refusal to cross a picket line, or other curtailment or interference interrupting the Company's production, deliveries, or operations, in any manner whatsoever during the life of this Agreement for any cause whatsoever, or take any action which results in the prohibited conduct, even in sympathy with disputes involving different groups of employees and this same labor organization, or other labor organizations, groups of employees, or individual employees. In the event of such strike, sympathy strike, slowdown, work stoppage, picketing, refusal to cross picket line, or other curtailment or interference with the Company's production, deliveries, or operations, or a threat thereof, the Union and its officers and agents will do everything within their power to immediately end or avoid the conduct prohibited in this Paragraph.

2. Further, in consideration of this Agreement, the Company shall not lock out its employees during the term of this Agreement.

## **SECTION 7. INTENT, PURPOSE AND SCOPE OF AGREEMENT**

1. It is the intent and general purpose of this Agreement to promote the mutual interest of the Company and its employees. The Union recognizes that the Company is a public service corporation engaged in furnishing electricity and is subject to regulation by utility regulatory bodies, and is required to furnish adequate and continuous service. This Agreement is to provide for the operation of the Company's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, and protection of property.

2. The parties hereto recognize that continuous service of the Company is of vital importance to its customers in the area served, and that any interruption of such service directly affects individuals in their everyday lives and disrupts the orderly conduct of the business in the area served and the parties will cooperate fully to avoid any interruption to such service.

3. Each employee covered by this Agreement shall be responsible, at all times, for having his correct address and personal phone number recorded with the Company. All notices shall be deemed to have been given in accordance with this Agreement if mailed to the last address given to the Company.

4. It is further understood and agreed that this Agreement together with any written appendancy supplements or letters of understanding hereto contains all understandings oral or written between the Company and the Union.

5. This Agreement cannot be modified or amended except in writing signed by the Company and the Union. No individual shall have any right to modify, amend or revoke this Agreement.

## **SECTION 8. MANAGEMENT RIGHTS**

1. The management of the business of the Company and the direction of its employees are the exclusive responsibilities of Management, except as expressly modified by the terms of this Agreement. The sole and exclusive rights of Management which are not abridged by this Agreement, which include but are not limited to, its right to select and direct the working force; to determine, and from time to time to redetermine the number, location and types of its plants and operations and the methods, processes and materials to be employed; to hire, promote, discipline or discharge for cause; to establish, allocate, and change work schedules and assignments; to transfer employees from one job classification or location to another; or to relieve employees from duties because of lack of work or other legitimate reasons; the right to study or

introduce new or changed production methods, machinery, tools and equipment or facilities and to determine the quantity and quality of the materials and workmanship required; to establish, determine, maintain, and enforce standards of production; to determine and redetermine job content; to contract with others to make improvements, changes, or repairs to the plant, equipment, or machinery, subcontract work, whatever may be the effect upon employment; to expand, reduce, combine or cease any job, department, operation or service; to determine starting and quitting times and determine the number of hours and shifts to be worked; to alter, rearrange, or change, to extend, limit, or curtail its operations or any part thereof, or to shut down completely or any part thereof whatever may be the effect upon employment; to make such reasonable rules and regulations, not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and the effective operation of the business and after advance notice of such rules and regulations to require compliance therewith.

2. Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, as are provided in this Agreement.

## SECTION 9. UNION REPRESENTATION

1. The Company recognizes the right of the Union to designate, from the seniority list, union representatives who will represent employees in the bargaining unit. The Union may designate the following representatives:

Reid/ Station Two; Green; Coleman; and Wilson Plants: Maximum of five stewards and one chief steward at each of the respective plants.

The authority of these representatives shall be limited to handling Union business as may be necessary in the investigation and presentation of grievances and, if requested by an employee, be present at interviews that involve or may lead to discipline. The chief steward will also perform in the capacity of the safety representative. The chief steward will be relieved of his duties as operating conditions permit with no loss in pay to participate in the investigation of any accident which results in an injury or any near miss accident which could have resulted in an injury.

2. Union representatives shall be permitted to absent themselves from work with reasonable frequency and for reasonable lengths of time to transact official union business, without pay, provided such absences do not unreasonably interfere with production. Examples of such reasons for absences are as follows:

Assisting Business Manager with Company related work.

Attendance at Union related schools, seminars, and conventions.

Each employee shall submit his request to his supervisor for participation in such Union business as soon as he is aware of such event, but no later than two weeks prior to the requested absence. All requests for absences for Union business shall be in writing. All such requests not in compliance with the notice requirement will be given consideration at the Company's sole discretion.

3. In meetings with the Company, no employee shall be paid unless the meeting is initiated at the Company's request. Meetings called to discuss joint Company and Union issues such as contract interpretation, labor relations, Third Step Grievances and Retirement Committee Meetings will be considered as meetings for the mutual benefit of the parties and the employee is due pay only if he is scheduled to work the hours during which the meeting is held. In no event is the employee to be paid overtime for such meetings.

4. In meetings initiated by the Company such as safety meetings, First or Second Step Grievance

Meetings, disciplinary meetings, or other employer/employee relation meetings, the employee(s) will be paid the appropriate regular or overtime rate.

5. If an employee is subpoenaed by the Company for arbitration or other legal proceeding, the Company, at its discretion, will work with the employee to see that his presence in conjunction with his work schedule is not an undue burden on the employee. The employee subpoenaed on his off days, at the Company's discretion, will be given either compensatory time off (hour-for-hour) or be paid the appropriate rate. The subpoenaed employee will be reimbursed at the appropriate rate for necessary mileage traveled.

6. Any one employee of the Company within the scope of this Agreement who is elected to an office in the Union, or is appointed to an office in the Union requiring his absence from duty with the Company, may be granted a leave of absence for a period not to exceed three years and 30 calendar days, and shall continue to accumulate seniority with the Company throughout such leave of absence. An additional leave of absence will be granted thereafter for each succeeding term of elective or appointive office. During such period of leave of absence, such employee shall accrue no vacation or sick leave credit. During such leave of absence, the employee may participate in the Disability Insurance Plan, the Medical and Dental Insurance Plans, the Group Life Insurance Plan, the Savings Plan, and the Retirement Plan, as available to regular employees of the Company, except that the total premium costs shall be paid by the Union to the Company. Premium costs, to the extent they are based on hourly wage rate, are based upon the hourly wage rate for the most recent job classification the employee held at the time such leave of absence began. Any such employee shall, upon termination of such leave of absence and upon return to duty, be reinstated in his former position, including his seniority and rights, after a reasonable training period, provided he is physically able to perform the duties of the position. It is understood and agreed that in case of return of such an employee to duty with the Company, other employees will consent to such displacement or layoff as is necessary to make room for him. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other courses of action or liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions set out in this Paragraph.

## **SECTION 10. UNION MEMBERSHIP REQUIREMENT**

1. All new employees covered under this Agreement joining the Company shall arrange with the Union for membership therein after the 30th day of employment as a condition of employment. Employees that are members of the Union shall maintain their membership.

2. Should a member become delinquent in the payment of his Union Dues, the employee is no longer a member in good standing and the employee will be a suspended member. The Union will serve on the employee a Final Payment Notice which will specify the deadline for payment of the dues.

3. Should the dues not be paid in accordance with the Notice, the Union will request that the employee be terminated.

4. The Company agrees to deduct, upon receipt of a signed VOLUNTARY DUES CHECK-OFF AUTHORIZATION FORM, Union Dues from the pay of each employee. The amount to be deducted will be the amount specified by the Union Bylaws and such amount (including increases and decreases) shall be certified to the Company by the Union.

5. Union Dues will be deducted from the employee's pay only after all other payroll deductions have been taken. If there is not sufficient pay available to deduct dues, the dues shall be deducted in a subsequent paycheck. Should an employee be on an extended leave which prevents sufficient dues from being collected through payroll deductions, it shall be the employee's responsibility to pay his uncollected Union Dues directly to the Union for the extended leave period.

6. Voluntary Dues Check-Off Authorization shall automatically be renewable on each anniversary

date of the existing collective bargaining agreement between the Company and the Union. Any member may revoke his Voluntary Dues Check-Off Authorization provided written notice is given to the Company and the Union. Such written notice shall only be accepted during the period of May 1 and May 20 of each calendar year and such request for revocation shall become effective the first pay period of June.

7. The Company shall forward the deducted Union Dues by check, accompanied by a report listing the employees alphabetically, to the Union no later than the last day of the calendar month following the month in which they are deducted, except for the following months of:

- a) August, which is due by September 15,
- b) November, which is due by December 15,
- c) February, which is due by March 15, and
- d) May, which is due by June 15.

8. An employee who does not authorize Union Dues deductions shall be responsible for payment of his Union Dues directly to the Union.

9. Authorized dues deductions are solely for Union Dues and shall not include new member "initiation fees" or "fines" levied by the Union against a member. It shall be the responsibility of the new or existing employee to contact the Union to determine and comply with such Union fees to maintain the employee in good standing with the Union. The dues deduction shall be terminated for any employee who terminates his employment or transfers out of the bargaining unit.

10. The Company assumes no responsibility of any kind in connection with dues deductions other than to remit to the Union the amount deducted by the Company. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other courses of action or liability that may arise out of or by reason of action taken or not taken by the Company for the purposes of complying with any of the provisions set out in this Section.

## **SECTION 11. GRIEVANCE PROCEDURE**

1. Any dispute which the Union or the employees in the bargaining unit may have regarding the Company's interpretation or application of the Agreement shall constitute a grievance and shall be processed in the following manner.

**STEP ONE:** Before submitting a written grievance, the employee shall first orally discuss the problem with his supervisor. In the event the grievance is not settled by his immediate supervisor, the employee shall reduce the grievance to writing, signed by the aggrieved employee and stating the provision(s) in this Agreement that the employee claims has been violated and, within seven days from the occurrence of the event giving rise to the grievance, submit it to his immediate supervisor. The employee may seek assistance in the preparation of his grievance from his steward on their own time, including their lunch and break time. The supervisor within seven days shall give his answer.

**STEP TWO:** If the grievance is not resolved in Step One, the chief steward within seven days may submit the grievance to the respective Manager or his designee, who shall answer the grievance in seven days.

**STEP THREE:** If the grievance is not resolved in Step Two, the chief steward, within seven days shall

submit the written grievance to a panel of Union and Company representatives for settlement. Union and Company representatives consisting of the Union's Business Manager, Chief Steward, the Company's Human Resources Representative, respective Plant Manager, and Vice President if necessary, will meet quarterly at the respective plant or another mutually agreeable location to discuss Third Step Grievances. If no settlement is agreed upon by the panel within 30 days of submission to Step Three, the grievance may be submitted to arbitration. An International Representative of the IBEW may be present at this step to assist the Union.

2. Any grievance upon which an answer is not made by the Company within the time limits prescribed, or any extension which may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for the answer expired. Any grievance not carried to the next step by the Union within the prescribed time limits, or such extension which may have been agreed to by the Company, shall be automatically settled upon the basis of the Company's last decision. The above time limits may be extended by mutual agreement between the parties.

3. A grievance involving discharge will commence at Step Three of the grievance procedure. A grievance from a discharged employee will be submitted to the Company Human Resources Department located at 201 Third Street, Henderson, Kentucky 42420.

4. All grievances must be presented in writing within seven days after the occurrence of the event giving rise to the grievance; otherwise, it shall not be entitled to consideration.

5. In computing any period of time in the Grievance and Arbitration Procedure, all Saturdays, Sundays and recognized holidays shall be excluded.

## **SECTION 12. ARBITRATION**

1. The Union may request arbitration of a grievance unsettled at the last step of the grievance procedure and submit the grievance to a final and binding arbitration by serving a written demand for arbitration upon the Company within fifteen (15) days from the date of the last meeting in Step Three of the grievance procedure. If the parties are unable to select an arbitrator by mutual agreement, the Union shall initiate the Joint Request for Arbitration Panel form as required by the Federal Mediation and Conciliation Service.

2. The Federal Mediation and Conciliation Service will submit a list or lists of seven (7) arbitrators. The Union shall strike from the list one (1) name, the Company shall strike one (1) of the remaining six (6) names, the Union the fifth name, the Company the fourth name, and so on until the last remaining name shall be the Arbitrator.

3. The fee and expenses of the Arbitrator shall be borne by the party that is the loser in the arbitration award. In an event that the award declared by the Arbitrator is determined to be a split decision, the fees and expenses of the Arbitrator shall be shared equally by the Company and the Union. Each party shall assume any expenses in presenting its own case.

4. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any Agreement made supplementary hereto, nor to rule on any matter arbitrable under this Agreement except while this Agreement is in full force and effect between the parties.

5. Claims against the Company will not be accepted for consideration, which cover a period of more than thirty (30) days prior to the date the grievance was first filed in writing. In such cases, retroactive claims and awards therefore shall be limited to a period of thirty (30) days prior to the date the claim was first filed in writing.

6. No more than one (1) grievance may be submitted to or be under review by any one arbitrator at any time unless by prior mutual written agreement of the parties.

### **SECTION 13. PROBATIONARY EMPLOYEES**

1. All employees, from their last date of hire, will be on probation for the first 180 calendar days of their regular full-time employment during which time they will be termed probationary employees.

2. When a non-bargaining unit employee transfers to a job within the bargaining unit he must, as a condition of continued employment, satisfactorily complete his full probationary period as defined within this Section. In addition he shall be entitled to the following:

- a) To use his accumulated continuous Company seniority to satisfy the eligibility requirements for all benefit programs provided by this Agreement.
- b) To use his accumulated continuous Company seniority for accrual of vacation and retirement benefits. Such an employee shall be assigned a new bargaining unit seniority date effective the first day of transfer to the bargaining unit and this date shall be the basis within the bargaining unit for job bidding, vacation preference, and layoff determination.

3. Probationary employees' service with the Company may be terminated at any time by the Company in its sole discretion, without recourse to a grievance and arbitration procedure.

4. Probationary employees are entitled to medical insurance, dental insurance, life insurance, workers' compensation and military duty leave on the first day of full-time employment as expressed under the specific provisions of this Agreement and the plan documents.

5. Probationary employees accrue vacation and sick days, but they are not entitled to such benefits until the probation period is successfully completed as set forth above, and entitlement to such benefits are further governed by the specific provisions of the Vacation and Sick Leave Pay sections of this Agreement.

6. Probationary employees become eligible for long term disability coverage when they satisfactorily complete the following:

- a) Three consecutive months of regular full-time employment without a continuous absence as defined within this Section.
- b) Must be at work on the final day of the three months eligibility period, or the coverage will not start until the employee returns to regular full-time work.
- c) Three months of continuous disability resulting from a medically approved physical or mental condition.

Entitlement to long term disability coverage is further governed as expressed under the specific provisions of this Agreement and the plan document.

7. A probationary employee does not have job bid rights. However, he may submit a Request for Transfer. Probationary employees are not entitled to compensation for funeral leave, jury duty, educational benefits or holidays until the probationary period is successfully completed as set forth above. However, probationary employees will receive pay at the rate of time and one-half their regular straight-time rate for all hours worked on a day observed as a holiday by the terms of this Agreement. The overtime pay provisions that apply to a seniority employee shall also apply to a probationary employee.

8. Once an employee has successfully completed his full probation period as set forth above, he becomes a seniority employee.

#### **SECTION 14. SENIORITY**

1. Seniority is defined as an employee's length of continuous regular full-time service from his last date of hire, except that a new employee shall be on probation for the first 180 calendar days of his employment as set forth in the Probationary Employees section of this Agreement.

2. The term seniority as used in this Agreement will be construed to mean departmental seniority, Company seniority or bargaining unit seniority. The definition of each is as follows:

- a) Departmental seniority shall be measured from the date an employee is assigned to a job classification within an established line of progression. An employee shall not have seniority in more than one department at any one time. In determining seniority the parties agree that seniority by department shall govern unless otherwise specifically expressed.
- b) Company seniority is measured from the date an employee is last hired for a continuous regular full-time employment with the Company.
- c) Bargaining unit seniority is measured in the same manner as Company seniority, except that employees who transfer from a non-bargaining unit position to a bargaining unit position after April 22, 1984, will not transfer their years of service earned as a Company non-bargaining unit employee.

3. When an employee is permanently transferred from one department to another, he shall retain his departmental seniority in his original department for a period of 120 calendar days after the effective date of transfer. Thereafter, he shall cease to hold seniority in his previous department. During the 120 day period he shall not have seniority status in the new department, and at the end of this period the 120 days shall be credited to him in his new department. An employee does not have bid rights during this 120 day period.

4. An employee's seniority shall terminate if:

- a) The employee quits.
- b) The employee is discharged.
- c) The employee fails to return to work or to supply a satisfactory reason for not doing so within the time limits prescribed in the Layoff, Displacement, and Recall section, which shall result in termination of employment.
- d) The employee is absent from work for three consecutive working days without notification to the Company. However, it is the employee's responsibility to notify the Company on each day of any absence, unless an absence in excess of one day is authorized by the Company.
- e) The employee overstays a leave of absence or a vacation without authorization.
- f) The employee gives a false reason for leave of absence or engages in other employment during such leave.
- g) A settlement with the employee has been made for total disability.
- h) The employee is retired.

- i) An employee with less than five years of bargaining unit seniority is laid off for a continuous period of one year or an employee with five or more years of bargaining unit seniority is laid off for a continuous period of two years. Any employee with less than one year of bargaining unit seniority will be protected only by the actual amount of bargaining unit seniority accrued at the time of layoff. The employee's seniority shall continue to accrue during these layoff protection periods.

5. Employees who are transferred in or out of the bargaining unit shall accrue and maintain their seniority as of their original starting date. Any employee transferred back into the bargaining unit shall exercise his departmental seniority, but in no event will he bump back into a higher classification than he previously held. If an employee is transferred out of the bargaining unit for a period in excess of one year, he shall forfeit all previous departmental and bargaining unit seniority.

6. Seniority lists will be posted in January of each year and a copy will be forwarded to each chief steward and to the Union's Business Manager. Chief stewards may request an additional seniority list twice a year from the Human Resources Department.

## **SECTION 15. LAYOFF, DISPLACEMENT, AND RECALL**

1. In the event it becomes necessary to decrease the number of employees in a classification within a department, such displacement and layoff shall be in accordance with the employee's departmental seniority. The least senior employee within the classification affected shall be displaced first. Any employee faced with displacement or layoff shall have the opportunity to select from the following options:

- a) Exercise his departmental seniority to displace the least senior employee in the same classification or in the next lower classification in the same line of progression departmental wide, as outlined in Section 39.
- b) Voluntarily remain in his current work facility and exercise his departmental seniority to displace the least senior employee in the next lower classification in the same line of progression, as outlined in Section 39.
- c) If completely displaced out of his department, exercise his bargaining unit seniority to displace the least senior laborer in his current work facility. If he is unable to displace a laborer at his work facility, he shall select one of the following options:
  - 1) Exercise his bargaining unit seniority to displace the least senior laborer in any of the other work facilities.
  - 2) Request a "voluntary layoff" rather than bump to a laborer position at a different work facility. A "voluntary layoff" is a request and is only available if the Company is actually laying off an employee(s). The number of "voluntary layoffs" available is limited to the actual number of employees the Company intends to layoff.

2. The selection of the above options must be made in advance and shall be binding throughout the displacement or layoff period. Employees in the department(s) affected shall be given a 14 calendar day notice of the Company's plans to reduce the workforce. Such notice to the department(s) shall serve as the official notice to the classification(s) initially affected by the workforce reduction. The Company shall distribute at the time of the departmental notice a Workforce Reduction Option Form to each employee in the classification first impacted by the displacement or layoff. The form must be completed and returned to supervision no later than the end of the 10th calendar day of the 14 calendar day notice period. Upon receipt of the Workforce Reduction Option Form the Company may initiate the displacement or layoff process with the initial employee transfer or layoff not occurring until the completion of the 14 calendar day notice.



Employees affected by subsequent displacements or layoffs must be given a Workforce Reduction Option Form that must be completed and returned to supervision within 48 hours of receipt of the notice. Any employee who fails to return the option form on time shall be deemed covered by options b) and c) 1) in Paragraph 1 of this Section.

3. Any employee displaced as a result of the above workforce reduction may, in turn, exercise his departmental seniority to secure other positions within his line of progression and to exercise his bargaining unit seniority to secure a laborer position, in accordance with his options as selected before the workforce reduction.

4. At the time of workforce reduction, the displaced or laid off employee cannot bump upward to higher rated classifications.

5. An employee displaced to another work facility, or to other classifications within his line of progression, shall be given a period of 20 working days to train and demonstrate his ability to adequately perform the work required. This demonstration period may be extended an additional 20 working days if the Company feels the employee is showing progress. The employee and his chief steward will be given written notice of all extensions granted by the Company.

6. Any employee determined by the Company to be unable to adequately perform the work required at the completion of the demonstration period must exercise his departmental seniority in accordance with the options selected prior to the workforce reduction to displace the least senior employee in the next lower classification in the same line of progression. If this removes him from his department, he must exercise his bargaining unit seniority in accordance with the options selected prior to the workforce reduction to displace the least senior laborer. Any employee who moves to a lower classification as a result of his unsuccessful demonstration period will lose his recall rights to the higher classification, except at his original facility.

7. In the event a displacement or layoff becomes necessary, the Company will ensure the affected employee of the following "notice" and "recall" rights to the classification held prior to the workforce adjustment:

- a) Give the employees affected and the Union a notice of any displacement or layoff as specified in Paragraph 2 of this Section.
- b) Displaced or laid off employees have recall rights to the classification held prior to the workforce adjustment for the following time frames:
  - 1) Employees who have completed their probation period but have less than one year of bargaining unit seniority shall have recall rights extended for a period of time equal to the employee's bargaining unit seniority.
  - 2) Employees who have one or more years of bargaining unit seniority but less than five years shall have recall rights extended for a period of one year.
  - 3) Employees who have five or more years of bargaining unit seniority shall have their recall rights extended for a period of two years.

8. In the event an employee is laid off, his group dental, medical, and personal life insurance coverage is paid to the end of the month of the layoff plus one more month. Thereafter, the employee may pay the full premium of such group insurance coverage commencing with the actual date of layoff, not to exceed the time frame set out in Paragraph 7.b) above.

9. Accrual of vacation and sick leave benefits shall cease effective with the date of layoff.

10. When there is a restoration of the workforce, the Company subscribes to the principle of "last out, first in." In any case, the Company will recall displaced and laid off employees by applying in inverse order the guidelines used to displace and layoff employees, and in accordance with the options the employee selected. Recalled employees shall be given a demonstration period, as set forth above. Should the employee be determined by the Company to be unable to adequately perform the work during the demonstration period, he shall exercise his departmental or bargaining unit seniority, as set forth in Paragraph 1 of this Section.

11. A displaced or laid off employee who elected to bump departmental wide [option a) in Paragraph 1 of this Section] must, without exception, return to any job within his line of progression departmental wide, up to and including the highest job he held on a permanent basis prior to the workforce reduction, and to any laborer classification at any work facility. Refusal will result in the employee being terminated.

12. A displaced or laid off employee who elected to remain at his work facility [option b) in Paragraph 1 of this Section] must, without exception, return to any job within his line of progression in his work facility, up to and including the highest job he held on a permanent basis prior to the workforce reduction, and to any laborer classification at any work facility. Refusal will result in the employee being terminated.

13. A job vacancy will not be posted until all former displaced and laid off seniority employees, who have a recall right to the vacant job, have either accepted or rejected a recall to fill the vacancy.

14. Employees recalled from layoff shall be given notice by registered or certified mail to the employee's last known address on file in the Human Resources Department. The laid off employee has three days after receiving notice of recall from the Company to notify the Company of his intention to return to work and five days to actually return. A copy of the notice will also be forwarded to the Union's Business Manager. Failure by an employee to return to work or to supply a satisfactory reason for not doing so within the time limits prescribed, shall result in termination of employment.

15. Each laid off employee shall keep the Human Resources Department advised of his correct mailing address and telephone number.

16. A displaced or laid off employee may submit Job Bids in response to posted job vacancies regardless of any previous loss of job bid rights. He may also submit Requests for Transfer under the provisions of Paragraphs 6 and 7 of the Job Bids and Requests for Transfer section of this Agreement. Any displaced or laid off employee, who has a successful Job Bid or Request for Transfer, waives all recall rights, as set forth in this Section. Any employee displaced under this Section or force transferred to another work facility under Section 18.2 will be eligible for plant to plant trades.

17. It shall be the responsibility of each laid off employee to keep in touch with the Company concerning his interest in specific posted job vacancies.

18. A laid off employee may choose to waive a return-to-work call for a temporary laborer position. If refused, no additional offers for such temporary work will be made during the duration of the layoff.

19. In the event it becomes necessary to decrease the number of employees in any of the journeyman departments, the displacement and layoff provisions listed in this Section shall apply except for the following:

- a) The senior journeyman and journeyman classifications in such affected department shall be combined as one unit and the employee's departmental seniority shall be the determining factor for the order of displacement, layoff, or recall.
- b) The "least senior" employee in the affected "combined unit" shall be displaced or laid off first.

## **SECTION 16. CONTRACTING OUT WORK**

1. The Company agrees that it will not contract out any work if the effect of such contracted work will cause layoffs to any seniority employee.

## **SECTION 17. JOB BIDS AND REQUESTS FOR TRANSFER**

1. If a vacancy occurs in a permanent position or if a new job is established or if the workforce is expanded in any of the established lines of progression, and the Company decides to fill such opening, the Company shall post the job vacancy for a period of seven calendar days. All Job Bids and Requests for Transfer for the posted vacancy must be submitted during the seven calendar day posting period. A detailed listing of the employee's previous education, training and experience must be listed on the Job Bid or Request for Transfer form.

2. Employees in STEP RATE PROGRESSION have bid rights upward, downward, and laterally to vacancies within their line of progression and bid rights to entry level vacancies in other lines of progression. They may also submit Requests for Transfer in accordance with Paragraphs 6 and 7 of this Section.

3. An employee on sick leave shall be eligible to bid on a job posting if he provides documented evidence that he will return to work within 10 calendar days from the expiration date of the job posting.

4. The Company will review the Job Bids in the following order:

- a) The employee submitting an upward Job Bid with the most departmental seniority in the established line of progression shall be the successful bidder if he has sufficient qualifications to perform the job.
- b) The employee submitting a lateral Job Bid with the most departmental seniority in the established line of progression shall be the successful bidder if he has sufficient qualifications to perform the job.
- c) The employee submitting a downward Job Bid with the most departmental seniority in the established line of progression shall be the successful bidder if he has sufficient qualifications to perform the job.
- d) The laborer or the bidder from another line of progression with the most bargaining unit seniority shall be the successful bidder if he has sufficient qualifications to perform the job.

5. The employee selected for the posted job shall be given a period of 20 working days to train and demonstrate his ability to adequately perform the work required, and the Company may assign the employee to all (or the Company may simulate) tasks performed by the higher classification. This demonstration period may be extended an additional 20 working days if the Company feels the employee is showing progress. The employee and his chief steward will be given written notice of all extensions granted by the Company. Should the employee be determined by the Company to be unsuitable during the demonstration period, he shall be returned to his former position without loss of departmental seniority. In turn, each employee who had filled an opening that resulted from the disqualified employee's Job Bid or Request for Transfer shall also be returned to his former position without loss of departmental seniority; even if the affected employee had completed his demonstration period. An employee may have only one successful bid in any one year.

6. In the event no one is selected from among the eligible bidders, the Company will review each Request for Transfer submitted as a result of the posted job vacancy before hiring from other sources. The Company will review those Requests for Transfer in the following order:

- a) Those Requests for Transfer that involve promotion or lateral moves leading to promotion in another line of progression. Employees shall have a transfer right provided they have sufficient qualifications and the employee selected has not been the successful bidder to a job in the past year, or has not been granted a Request for Transfer to another department in the past five years. In the event there are multiple requests that meet at least the sufficient qualification requirement, the Company has the right to select the most qualified employee. If two or more of these qualified employees are equally qualified, then bargaining unit seniority shall prevail. The employee selected for the posted job shall be given a demonstration period, as set forth above. The employee who is allowed to transfer under the provisions of this Paragraph shall not be eligible for job bidding for one year from the date of transfer.
- b) Last in the order of consideration, in the Company's sole discretion, will be all other Requests for Transfer, provided the employee has not been a successful bidder to a job in the past year, or has not been granted a Request for Transfer to another department in the past five years. The employee selected for the posted job shall be given a demonstration period, as set forth above. The employee who is allowed to transfer under the provisions of this Paragraph shall not be eligible for job bidding for one year from the date of transfer.

7. The Company may authorize a Request for Transfer from an employee who has a physical or medical condition that keeps him from continuing to perform his regular duties. Such requests will be closely scrutinized and will be acted upon based on the employee's prior work record, preservation of departmental skills and efficiency, merits, and circumstances of each individual case. In the event of multiple requests and all of the above factors are equal, bargaining unit seniority shall prevail. An employee who is granted such a request will go to the top step rate of the lower classification if the employee is moved downward in his line of progression. An employee who is allowed to move to another job classification in another line of progression shall enter at the first step rate unless, in the determination of the Company, the employee's previous experience and qualifications warrant a higher step rate. Requirements for such requests are:

- a) They must be made in writing in response to a posted vacancy, accompanied by written documentation that verifies the extent of the condition. Such placement may or may not be in the employee's line of progression, or in the same Labor Grade; in any event, it will not be to a classification in a higher Labor Grade. In addition, such placement shall not be subject to the other job bid and requests for transfer provisions of this Section, provided the employee with the physical or medical condition has more bargaining unit seniority than the employee who would have otherwise received the job. The employee who is allowed a transfer under the provisions of this Paragraph shall not be eligible for job bidding for two years from the date of transfer.
- b) This provision in no way obligates the Company to create a position to accommodate such requests.

8. An employee is not eligible for a plant to plant trade for at least one year after the date of a successful Job Bid or Request for Transfer. An employee is not eligible to submit a Job Bid or a Request for Transfer for one year from the date of a plant to plant trade.

9. Fuels Utility and Equipment Operator employees in the Fuels Department as of April 22, 1987 are "grandfathered" for bidding into either Fuels Equipment Operations or Fuels Equipment Maintenance. Such "grandfathered" employees are allowed one successful job bid into either of the two Fuels departments. After a successful bid, they are no longer considered to be "grandfathered" and any future Job Bids or Requests for Transfer shall be in accordance with the provisions as outlined in this Section, using their original Fuels departmental seniority.

## SECTION 18. TEMPORARY AND PERMANENT TRANSFERS

1. The Company is a multi-facility company, and all employees covered by this Agreement can expect to be placed temporarily or transferred permanently for work at any of the Company's plant facilities. Any employee whose temporary work assignment at another facility exceeds 90 continuous working days shall, beginning on the 91st continuous working day, be compensated at a rate of time and one-half, except where double time is otherwise required. A temporary transfer to another facility shall be considered continuous unless separated by a period of 10 or more continuous working days at the employee's normal work facility. For the purposes of this Paragraph, the Reid/Station Two and Green Plants are considered the same facility.

2. Any transfer to another work facility determined by the Company to be on a permanent basis will be by departmental seniority and given in writing to the employee. The Company in this case shall first ask for volunteers in the classification and facility involved, starting with the most senior qualified employee, and will continue to ask until a volunteer is found. If no volunteer is found, the Company will transfer the least senior qualified employee, in the classification and facility involved, to the other work facility.

3. The Company may temporarily transfer employees from one job classification to another. Any employee whose temporary transfer to another classification exceeds 90 continuous working days shall, beginning on the 91st continuous working day, be compensated at the rate of time and one-quarter, except where time and one-half or double time is otherwise required. A temporary transfer from one job classification to another shall be considered continuous unless separated by a period of three or more continuous working days in the employee's normal work classification.

4. The Company will determine when an employee is far enough along in his training to qualify for work in a temporary upgrade position. When an employee is temporarily upgraded and performs the tasks normally assigned to the higher rated classification for two hours or more, he will receive the first step rate of pay for that classification for all hours worked in the higher rated classification that shift. When an Equipment Operator pilots the tugboat, he will receive upgrade pay for the greater of two hours or actual time worked operating the tugboat.

5. When an employee is temporarily transferred to a lower rated classification, he will receive his regular rate of pay during such transfer.

6. When it becomes necessary to permanently transfer employees to a lower rated classification (see the Layoff, Displacement, and Recall section of this Agreement), the employees with the least departmental seniority in the affected job classification shall be transferred. In the case of such a transfer from a higher rated classification to a lower rated classification, the employee will continue receiving the higher pay rate until the start of the pay period which begins on or after the 35th calendar day following the effective date of the transfer. After that, he shall be paid the top step rate of the lower classification. Any transfer determined by the Company to be on a permanent basis will be given in writing to the employee.

7. When an employee reports to his regular work facility, and is required to report to another work facility during the same shift, he will be paid mileage expense for travel from one facility to another provided he travels in his personal vehicle. If an employee is given notice of a temporary assignment to another work facility and it requires the employee to travel from his home to the temporary work facility at a distance greater than he normally travels to work, the employee shall be reimbursed the additional mileage expense incurred related to driving his personal vehicle. When carpooling in mileage reimbursement situations, only the driver is eligible for mileage reimbursement. Reimbursement will be at the existing mileage rate for each day of temporary assignment and will include road tolls.

8. There will be a maximum mileage reimbursement that is based upon the actual miles between each work facility. The maximum mileage submitted for reimbursement by any employee shall not exceed the following:

- a) Coleman to Wilson . . . . . 55 miles one way
- b) Coleman to Reid/Green/Station Two . . . . . 57 miles one way
- c) Reid/Green/Station Two to Wilson. . . . . 37 miles one way

9. Travel time, other than travel to and from work, shall be considered as time worked for the purpose of computing pay when such travel is performed in connection with assigned duties and at the direction of the appropriate Company official.

**SECTION 19. HOURS, OVERTIME AND PREMIUM PAY**

1. The standard workweek is a seven day period beginning at 12:01 a.m. on Sunday and ending at 11:59 p.m. the following Saturday. The work schedule showing the scheduled starting and quitting times and the scheduled days off shall be posted in each department by the end of the first shift Thursday.

2. Time and one-half will be paid for all hours worked by an employee on his first scheduled rest day (SDO-1), and double time will be paid for all hours worked by an employee on his second scheduled rest day (SDO-2). An employee's SDO-1 and SDO-2 cannot be changed after the end of the first shift Thursday.

3. Employees assigned to a non-rotating Monday through Friday or Tuesday through Saturday shift will observe Sunday as their SDO-2.

4. The normal workday for employees who work rotating shifts, that provide 24 hour around-the-clock coverage, shall be eight consecutive hours with no intermission for lunch. Rotating shift employees will be allowed to eat their lunch and take their breaks while on duty and as operating conditions permit. An employee temporarily assigned from a rotating shift to a non-rotating shift for less than seven calendar days will work an eight hour shift with lunch paid. Following the first seven calendar days of assignment on the non-rotating shift, the employee will be classified as a non-rotating employee as set forth in Paragraph 5 of this Section. If an employee is notified prior to the start of the temporary assignment that the assignment will be for more than seven calendar days, the employee may be assigned to an eight and one-half hour work shift with a one-half hour unpaid intermission for lunch commencing on the first day of the temporary assignment.

5. The normal workday for employees who work non-rotating shifts shall be eight and one-half consecutive hours with a one-half hour intermission for lunch. Employees working non-rotating shifts will be allowed to eat their lunch at approximately the midpoint of the shift. If an employee is required to work through his lunch period he will be paid and he will be given ample time to eat his lunch.

6. The Company will pay, in addition to the employee's base wage rate, a shift premium to employees on shifts that commence as follows:

- First Shift - Between the hours 5:00 a.m. and 11:59 a.m. - None
- Second Shift - Between the hours 12:00 noon and 7:59 p.m. - 41¢
- Third Shift - Between the hours 8:00 p.m. and 4:59 a.m. - 55¢

The appropriate shift premium will be paid at time and one-half for all overtime hours. Shift premium will not be paid for any hours not worked, nor will it be used for calculating any employee benefit.

7. Employees assigned to a rotating shift will be paid a rotating shift premium of \$.40 an hour for all hours worked. This rotating shift premium will be paid at time and one-half for all overtime hours. It will not be used for calculating any employee benefit. Employees temporarily assigned to rotating shifts will not

receive this rotating shift premium unless and until the assignment exceeds 90 working days.

8. A premium of \$.61 per hour will be paid for all hours worked on a Sunday by an employee for whom Sunday is one of his five straight-time scheduled workdays for that week. This Sunday premium will be paid at time and one-half for all overtime hours. It will not be used for calculating any employee benefit.

9. As a public service corporation, the Company must perform its obligations to its customers at all times and in recognition of these obligations the Company shall have the right to require an employee to work overtime. The Company will attempt to arrange such overtime to avoid undue hardship on any employee, and the Company at its discretion will rotate overtime as equitably as possible among the qualified employees in the plant, department, and shift involved.

10. The parties agree that the equitable rotation of overtime shall be on the basis of departmental seniority in classification. Distribution of overtime by seniority shall commence with the qualified most senior employee in each work facility, department, classification and shift involved. For employees working in the mechanical, instrumentation, and electrical departments, rotation will be by seniority. For employees working in all other departments, rotation by seniority will be every 28 calendar days. (Refer to Overtime Guidelines for specifics.)

11. The standard workday is a 24 hour period beginning at 12:01 a.m. and ending 24 hours later. Time and one-half will be paid for all time worked in excess of eight straight-time hours in any one standard workday and for all time worked in excess of 40 straight-time hours in any one standard workweek.

12. An employee shall be paid the appropriate overtime rate for all hours worked outside his scheduled work shift in the standard workday. This includes "hold-overs," "report-ins," and "call-ins" which are defined as follows:

- a) "Hold-over" work shall be work which is a continuation of a scheduled work shift. For hold-over work to apply, an employee shall be notified prior to the end of his scheduled shift. An employee who is held over shall be paid only for the additional hours worked at the appropriate overtime rate.
- b) "Report-in" means that a notice is given to an employee before his scheduled shift ends to return for work at some hour before his next scheduled shift begins. If an employee is given notice to report in and that notice is not canceled prior to the end of his shift, he will receive no less than two hour's pay at the appropriate overtime rate, even if the scheduled report-in is canceled after the end of the shift. It is not a report-in when the proper 16 hour notice is given.
- c) "Call-in" is when an employee is called in for emergency work outside his scheduled working hours. Call-ins shall be paid as follows:
  - 1) When an employee is called in for emergency work or is instructed to come in for emergency work and the hours worked are not continuous with other hours worked, he shall receive no less than four hours pay at the appropriate overtime rate. The employee must do any emergency work assigned to him by the Company in order to be entitled to the call-in pay. It is not a "call-in" when the proper 16 hour notice is given.
  - 2) Anytime an employee is called to work from his home prior to the start of his shift and works into his shift, the employee shall receive a minimum of two hours pay at the appropriate overtime rate. If the employee is on the premises and is asked to work prior to the start of his shift, he shall be due a minimum of one hour's pay at the appropriate overtime rate.

13. "Scheduled" work is work for which 16 hours or more notice is given to the employee prior to the

start of his shift. "Unscheduled" work is work for which less than 16 hours notice is given to the employee prior to the start of his shift.

14. Prearranged schedule changes in the employee's posted work schedule will be work for which 16 hours or more notice has been given. If an employee is not given proper notice, he will receive time and one-half for the first eight hours worked on his new scheduled shift. All scheduled shifts shall be a minimum of four hours.

15. Changes in working hours whereby schedules are extended by the addition of overtime hours immediately preceding and/or immediately following an employee's scheduled shift will not be considered a schedule change within the meaning of Paragraph 14 of this Section.

16. In order to cancel scheduled overtime on an SDO-1, SDO-2, or a day observed as a holiday, eight hours notice must be given prior to the start of the employee's shift. If less than eight hours notice is given, the employee will be given the option to work or he will be paid at the appropriate overtime rate for one-half the overtime hours canceled, but in no event shall he receive less than four hours pay at the appropriate overtime rate if he is not given the option to work. If an employee works a partial shift and is not given the option to work the full scheduled shift, he shall be paid at the appropriate overtime rate for the hours actually worked and, in addition, one-half of all hours canceled, but in no event shall he receive less than a total of four hours pay at the appropriate overtime rate if he is not given the option to work.

17. In order to cancel scheduled overtime on a day other than an SDO-1, SDO-2, or a day observed as a holiday, eight hours notice must be given prior to the start of the employee's shift. If less than eight hours notice is given, the employee will be given the option to work or he will be paid at the appropriate overtime rate for one-half the overtime hours canceled if he is not given the option to work.

18. When an employee works 16 or more hours in any rolling 24 hour period, he shall be entitled to a 12 hour rest period, commencing immediately following the 16 hour period and lasting 12 consecutive hours thereafter. If a 12 hour rest period is not provided, the employee will receive either of the following:

- a) Be paid at two times the straight-time rate of pay for all hours worked in the 12 hour rest period, or
- b) Be given a rest period at no loss of pay for any hours scheduled in his 12 hour rest period. If the employee's 12 hour rest period ends and there is a portion of a scheduled shift remaining, the employee may be given the option to waive the remainder of the affected shift without pay and with no penalty under the Absenteeism Control Program.

19. An employee must work 16 hours in a 24 hour period in order to be entitled to a 12 hour rest period. Pay that is received by an employee for hours not worked, such as personal day, holiday or workers' compensation pay, or the minimum two hours pay due an employee in "report-in" situations, etc. does not count as time worked for the purpose of satisfying the 16 hour clause.

20. Premium pay shall not be paid for schedule changes that are a result of an employee being awarded a job bid or request for transfer.

21. Overtime and premium pay shall not be pyramided, compounded, or paid twice for the same hours worked. All hours for which an employee receives pay shall be considered as time worked for the computation of overtime pay.

22. If an employee is more than 30 minutes tardy, his supervisor may send him home for the balance of that workday, in that event he shall not receive any pay for that day.



## **SECTION 20. RESERVED**

Reserved for future use.

## **SECTION 21. SUPERVISORS WORKING**

1. It is understood and agreed that no supervisor or foreman will take the place of any employee and perform production work except in an emergency, or for the purpose of instruction and training, or to assure proper performance of work, to protect Company property, or to ensure safety of employees.

## **SECTION 22. LEAVE OF ABSENCE**

1. By special written request from a seniority employee the Company in its sole discretion may grant a Personal Leave of Absence without pay for a maximum period of thirty (30) days. Credit for Company seniority and employee benefit accrual during the granted Personal Leave of Absence shall not exceed the thirty (30) day maximum.

2. An employee who is unable to work because of illness or injury may be granted a sick leave provided the employee furnishes the Company with a written statement from his physician verifying the sickness or injury. The employee may utilize his accumulated sick leave pay during the sick leave. The Company reserves the right to require a physical examination of the employee, at Company expense by a Company doctor, during any time of an authorized sick leave. If the employee is physically unable to return to his job classification or any other suitable job that he can be fitted by education, training or experience and in accordance with his departmental seniority, the employee will be determined to be eligible for long term disability. The qualifying period for long term disability is three months of continued disability resulting from a medically approved physical or mental condition. During absences covered by an authorized personal or work-related sick leave, credit toward seniority will continue as set forth in Paragraph 4.i) of Section 14. Credit toward other employee benefit accrual will continue for a period up to the employee's accumulated seniority not to exceed one year.

3. An employee who fails to return to work at the termination of his Personal Leave of Absence or sick leave will be treated as a voluntary quit.

4. Upon return to work, an employee shall be reemployed at his former job or at a job in line with his seniority, provided the employee can perform the job without training but receiving adequate instruction, and to a job which carried a rate of pay equal to or as near that of his former job as possible, provided there is such work available.

5. It is the Company's intent that the medical leave provisions shall be consistent with and in full compliance with the FMLA.

## **SECTION 23. SICK LEAVE PAY**

1. Commencing with the date of employment, all employees on the active payroll shall accumulate sick leave pay at the rate of eight hours at regular (straight-time) rate for each calendar month of continued employment. Accumulated sick leave will be payable only when a seniority employee is absent from and unable to work his scheduled workdays due to non-occupational sickness or injury. In no event will sick leave be paid in excess of sick leave accrued at the time the absence occurs. During the probationary period an employee shall not be eligible for sick leave pay.

2. Although an employee may accrue an unlimited amount of sick leave, in the case of illness or

injury he will not be allowed to take more than 13 weeks sick leave in any one continuous period after which he will be eligible to apply for long term disability.

3. Personal illness shall mean an employee being unable to work due to a sickness, or accidental personal injury not arising from participation in outside gainful occupation or unlawful activities and shall specifically exclude injury arising out of or in the course of employment with the Company.

4. The Company reserves the right to have an employee examined by a doctor of its choice concerning the verification or continuation of the employee's illness, injury, or surgery. If an employee is instructed by Management that verification is needed, such verification will be at Company expense and the physician will be designated by the Company. An employee who fails to satisfactorily verify his reason for absence for the entire period or who refuses or fails to submit the verification as instructed, will not be paid and will be subject to discipline.

5. Accumulated sick leave will not be paid to employees leaving for any reason, the employ of the Company.

6. When an employee is unable to report for work due to a sickness or injury as defined above, he must report this fact to his immediate supervisor or other plant management personnel at the earliest possible time, but in no event later than one hour prior to the scheduled time to commence work, otherwise the employee will receive no sick leave allowance for the day.

7. The Company is aware that there are times when absences and extended leaves associated with personal or work-related sickness or injury are not known in advance. However, when such absences are known in advance, the employee should promptly notify the Company as to the time and date of a physician's appointment. For absences of a longer period of time, the employee should promptly notify the Company as to the beginning date and anticipated duration of the leave. The intent here is to keep the Company informed in advance so that supervision can plan and schedule work in the most efficient manner.

8. Employees receiving sick leave pay under the provisions of this Section shall receive holiday pay in lieu of sick leave pay in the event a holiday falls during such sick leave period. Holiday pay shall also be paid for a holiday that falls within the waiting period referred to in Paragraph 10 of this Section.

9. For absences of four or more consecutive workdays, a satisfactory medical doctor's certificate must be presented.

10. An employee who needs to be absent from work due to a non work-related illness or injury may use accumulated sick leave following an absence of three scheduled straight-time workdays, beginning with the fourth such day. The absence due to illness or injury, including the three day waiting period, must be continuous. A return to work not in excess of two workdays, or a paid holiday, shall not interrupt or cancel a waiting period or the beginning or continuation of sick leave pay. A paid holiday, however, will not count as part of the waiting period. An employee who becomes eligible to receive sick leave pay under this Paragraph may substitute vacation pay for any or all of the hours not paid during the waiting period, provided he requests such by the close of the normal business day that follows the day he first became eligible for the sick leave pay. An employee with an imminently life-threatening condition requiring a regimen of treatment such that he will routinely need time off less than four days will be subject to only one three day waiting period in a year for the purpose of receiving that treatment.

11. An employee who reports for work on a straight-time scheduled workday, but is forced by illness to leave work before working more than four hours, shall have that day counted as one day of the required waiting period. An employee who is forced by illness to leave work after working four or more hours, but less than eight, may, on the third day of the waiting period, be paid sick leave pay for the hours lost on the last day worked.

## SERIOUS ILLNESS OF EMPLOYEE'S SPOUSE OR DEPENDENT CHILD

12. Accumulated sick leave may be utilized by employees when a spouse or dependent child is:

- a) Seriously ill or injured,
- b) In the hospital or having out-patient surgery or treatment,
- c) Recovering at home from an illness, injury, or surgery.

13. In all absences associated with the spouse or dependent child, the employee must present a written medical doctor's certificate satisfactorily verifying the need for the employee's presence, the nature of the relative's illness, injury, or surgery and the starting and ending dates of the absence. An employee who fails to satisfactorily verify his reason for absence, or who refuses or fails to submit the verification as instructed, will not be paid and will be subject to discipline. There is no sick leave pay waiting period for an absence associated with the spouse or dependent child.

14. The maximum utilization of accumulated sick leave for incidents of serious illness, injury, or surgery to the employee's spouse or dependent child shall not exceed five days (40 straight-time hours) in any calendar year. In the event a serious illness, injury, or surgery to the employee's spouse or dependent child requires the employee to be absent from work for more than 15 scheduled straight-time workdays during a calendar year, the employee may utilize his accumulated sick leave to cover absences beginning with the 16th day. A doctor's statement is required which satisfactorily verifies the need for such long term absence.

15. Each seniority employee on the active payroll as of January 1 of each calendar year will receive a sick leave pay waiting period credit, during the month of January, equal to 24 hours of pay at his straight-time rate of pay in effect as of January 1. Upon completion of his probationary period, a probationary employee will receive a sick leave pay waiting period credit as follows:

| Date Probationary Period Completed | Amount of Credit   |
|------------------------------------|--------------------|
| Prior to May 1                     | Sixteen (16) hours |
| Prior to September 1               | Eight (8) hours    |
| September 1 or later               | None               |

## SECTION 24. WORKERS' COMPENSATION PAY

1. A regular full-time employee who is absent from work because of an industrial illness or injury shall have his lost wages reimbursed at a rate of 75%, commencing on the fourth consecutive full working day of the absence. Pay will be computed at the employee's base straight-time rate in effect at the onset of the illness or injury, on the basis of his forty (40) hour workweek, and exclusive of shift premium or any other premium pay.

2. The 75% reimbursement program remains effective for a maximum of thirteen (13) weeks, provided the employee remains on a verifiable work-related disability. Thereafter, the maximum reimbursement due an employee off on a verifiable extended work-related illness or injury shall be a maximum of 66 2/3% of the employee's base straight-time rate in effect at the onset of the illness or injury. The 66 2/3% maximum benefit is paid jointly under the terms and conditions of Workers' Compensation and the Long Term Disability Policy.

3. If an illness or injury occurs on the job, the Company must be notified immediately and the illness or injury must be verified by a medical doctor's certificate.

4. If an employee is absent for eight (8) or more consecutive working days for an industrial illness or injury, he shall be compensated as set forth above, for the first three (3) working days of the absence.

5. This benefit will continue as long as the employee remains disabled and eligible for Workers' Compensation from the insurance carrier. Thereafter, additional benefits are payable under the terms and conditions as set forth in the Long Term Disability Policy.

6. Successive disabilities separated by less than ten (10) consecutive working days of regular full-time work will be considered as the same disability, unless the subsequent disability is due to a different cause.

7. An employee shall not lose any straight-time pay for a partial day absence due to an industrial illness or injury.

8. An employee who fails to return to work at the termination of his Workers' Compensation leave will be treated as a voluntary quit.

9. The Company reserves the right to have an employee examined by a doctor of its choice concerning the verification or continuation of a work-related illness or injury.

#### **SECTION 25. PERSONAL DAY PAY**

1. Each seniority employee on the active payroll shall have two personal days each calendar year. The employee will be paid eight hours at his straight-time rate in effect on the date a personal day is taken.

2. The absence for a paid personal day shall be a non-chargeable occurrence under the Company's Absenteeism Control Program.

3. When an employee needs to take a personal day, he should report this fact to his immediate supervisor or other plant management personnel at the earliest possible time, but in no event later than one hour prior to the scheduled time to commence work, otherwise the employee will receive no pay for the day and the absence becomes a chargeable occurrence. On a first-come, first-serve basis, one employee per work group will be permitted to take a personal day. Additional requests will be considered and may be granted based on operational needs.

4. An unused personal day cannot be carried over to the next calendar year. For any personal day not taken by December 31, the employee shall receive eight hours pay at his straight-time rate in effect on that date. An employee can choose to take a cash-out of his personal day(s) before December 31.

5. Paid personal days may be taken up to and including December 31. However, a paid personal day cannot be taken on an SDO-1, SDO-2, or a holiday. (A personal day is not a holiday.) If an employee decides to take a personal day after November 15, he must schedule it in advance during the time period between November 1 and November 15. The cash-out received for an unused personal day does not count toward overtime.

6. A probationary employee is entitled to the paid personal days if he completes his probation period prior to December 30. If he completes his probation period on December 30, he is entitled to take or cash out one personal day. He is not entitled to a paid personal day if he completes his probation period on December 31.

## **SECTION 26. FUNERAL LEAVE**

1. In the event of a death in the employee's immediate family, the employee will be granted four consecutive calendar days off without loss of pay from the straight-time workdays he would have worked, provided one of the days absent is the day of the funeral.

The immediate family is defined as:

- a) spouse
- b) parent or stepparent (funeral leave is available to the employee for one mother and one father during employment with the Company)
- c) spouse's parent or stepparent (the limitation as set out for the employee's parent shall also apply)
- d) employee's brother, sister, half-brother, or half-sister
- e) employee's children or the children of the spouse, provided they are stepchildren who live or who have lived in the employee's home in a normal parent/child relationship

2. In case of a death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee will be granted three consecutive calendar days off without loss of pay from the straight-time workdays he would have worked, provided one of the days absent is the day of the funeral.

3. In case of a death of a stepchild not related to the employee's current spouse, the employee will be granted one day off without loss of pay from the straight-time workday he would have worked provided:

- a) the day absent is the day of the funeral, and
- b) the stepchild lives or has lived in the employee's home in a normal parent/child relationship.

4. It is an employee's option when he starts his funeral leave, provided one of the days is the day of the funeral, and provided he gives advance notice to supervision of his days of absence.

5. An employee will receive eight hours straight-time pay for each funeral leave day that is a scheduled straight-time workday. In addition, if he is scheduled to work on an SDO-1 or SDO-2, the employee will be allowed off for funeral leave, without pay.

6. The funeral leave benefit in all cases is contingent upon the honest reporting of the relative that has passed away and the employee's attendance at the funeral.

7. Only those step-relatives specifically identified above are covered by funeral leave.

## **SECTION 27. JURY DUTY**

1. Employees serving on jury duty shall not lose straight-time pay (exclusive of shift premium) on that account.

2. An employee scheduled to work the day shift, who is required to report for jury duty before noon, shall, upon request and notification to his supervisor, be excused from reporting for work prior to reporting for jury duty, and shall not be required to return to work if he has less than half of his scheduled shift remaining when released from jury duty. An employee who has half or more of his scheduled shift remaining when released from jury duty shall contact his supervisor to determine if he is to return to work. Where practicable, and upon request to the employee's supervisor, an employee scheduled for shift work will be rescheduled to day work for the entire period he is scheduled for jury duty.

3. An employee subpoenaed to testify and who testifies in a civil or criminal judicial proceeding not involving the employee, his family, or any interest of the employee, will suffer no reduction in straight-time pay for time lost in testifying, and will be paid the difference between money received for honoring the subpoena and normal straight-time earnings, exclusive of shift premium, provided the employee provides prompt notice of his receipt of the subpoena.

4. The Company may require for each day, in such form as it deems necessary to the conduct and administration of this provision, evidence of the employee's requirement to report for jury duty or to honor a subpoena, proof of attendance, time of reporting, time of release, and amounts received as compensation.

## **SECTION 28. HEALTH AND SAFETY**

1. A physical examination is required before hiring and may be required during an employee's employment at the discretion of the Company.

2. The Company will provide maintenance of proper housekeeping, safety equipment, sanitary health and safety protection for all employees.

3. The Union and the employees agree to cooperate fully with the Company in order to promote safety in all work locations by the observance of all safety regulations and by performing their work in a safe and careful manner, at all times. Employees will promptly report unsafe conditions or defective equipment to their supervisor. There will be safety meetings and copies of the meeting minutes will be forwarded to the Union's Business Manager. The chief stewards will be the safety representatives. The chief steward and members of the safety committee will meet with their respective Plant Manager, or his designee, once a month for the discussion of safe work practices and conditions.

4. In case of a work-related injury, regardless of how small, the employee must notify his supervisor. In case of a work-related injury that results in lost time from work or requires medical treatment other than first aid, the employee must complete the Employer's First Report of Injury as required by OSHA. Copies of the Employer's First Report of Injury will be forwarded to the Union's Business Manager.

5. The Company shall distribute to all employees a Safety Manual for their guidance and instruction as to safe work practices. Every employee shall become familiar with the rules of the Safety Manual as they apply to his work activities. While the rules of the Safety Manual will cover as many working situations as possible, it should be understood that it is impossible for the manual to cover all situations. The Company will, when it is necessary, establish additional safety rules and regulations which will be distributed to all employees. The Company will forward to the Union's Business Manager advance notice of any new safety rules.

6. In conjunction with 49CFR (Code of Federal Regulations) 391.41 through 391.49, the Company will pay for all testing and licensing expenses associated with employees obtaining and retaining a DOT (Department of Transportation) Operators License.

7. The Company will reimburse each employee up to \$90.00 for safety shoes once a calendar year. Receipt of purchase is required for reimbursement. Employees shall have the option to prospectively combine two calendar years for a single purchase. The employee shall declare his option when the receipt is submitted.

8. The Company will furnish the uniforms to be provided in the Company's clothing policy regarding exposure to energized circuits. The clothing furnished by the Company under this provision is required to be worn by the employee.

## SECTION 29. EMERGENCY RESCUE TEAM

1. All Emergency Rescue Team (ERT) members shall meet and maintain the required physical standards set out in the Company's Emergency Rescue Team Policy. ERT members will be expected to respond to hazardous chemical spill and confined space emergencies where employees are in need of being rescued.

2. The ERT shall be staffed on a volunteer basis.

3. The Company shall provide training for rescue team members as stated below:

a) Three days of initial training for employees joining the rescue team.

b) Eight hours of training, which includes at least one training session or drill per quarter, for each ERT member.

c) Any additional training required by ERT members to acquire or maintain skills sufficient to perform emergency rescues or training required to acquaint ERT members with new equipment will be conducted on an as needed basis, as determined by the corporate safety administrator.

4. Injuries that result from an ERT member's rescue efforts, while at work, are covered by Workers' Compensation.

5. All volunteers for the ERT will be accepted on the basis of bargaining unit seniority. However, employees who hold positions outside of the Company at the time they volunteer such as volunteer firemen, policemen, emergency medical technicians, etc. will be given priority selection. The selection process for this group will also be based on bargaining unit seniority.

6. Employees who volunteer for the ERT shall do so with the understanding that they must remain on the ERT for a minimum of one year. It is understood by the parties that an employee who has an unknown medical condition may volunteer and be accepted into the ERT. Upon discovery of a condition that disqualifies an employee from being an ERT member, the employee shall be allowed to exit the ERT without completing the one year minimum service requirement.

7. Employees interested in withdrawing from the rescue team may do so after the minimum one year of enrollment, provided 60 calendar days written notice is submitted to the Company.

8. ERT members shall be identified by either a special hard hat or insignia.

9. Employees selected for the ERT who have passed the physical examination required to be an ERT member shall earn additional vacation days, as set out below:

a) One vacation day will be credited to the employee's vacation account following the successful completion of the initial three days of rescue training. Once credited, this vacation day will be immediately available for use. Thereafter,

b) Beginning either June 30 or December 31, depending upon when the employee became an ERT member, one additional vacation day will be credited to the employee's vacation account following the completion of six \* months of service.

Example: An employee who completes the rescue training on December 1, 1998, will be credited with one vacation day. Following the completion of six months of service (June 30, 1999) as an ERT member, one additional vacation day will be credited to the employee's vacation account. This process of crediting an employee's vacation account

with one vacation day will continue each June 30, and each December 31, provided the employee remains an ERT member.

\*The first time period for earning an additional vacation day typically will be longer than six months. However, the first vacation day earned by joining the ERT offsets this additional time.

c) Vacation days earned by being an ERT member will be credited to the employee's regular vacation account and may be used or paid to the employee upon termination, resignation, or retirement, according to the Vacations section of this Agreement, except that the vacation day credited under 9.a) above upon completion of the initial three days of training will be immediately available for use.

d) An ERT member will continue to earn service for the accrual of ERT vacation days while on sick/workers' compensation leave until the employee is placed on long term disability.

10. The Union or the Company may withdraw from this ERT Section in its entirety at the expiration of this Agreement.

### SECTION 30. VACATIONS

1. All employees must be continuously employed on the active payroll as full-time employees, by January 1 of each current year, to receive any vacation pay. The vacation year shall be the calendar year.

2. The Company will grant paid vacations in accordance with the following schedule:

| Length of Continuous Service As of January 1 of the vacation year | Hours Paid At Straight Time                        |
|---|--|
| a) Less than 12 months continuous service                         | 8 hours per full month up to a maximum of 80 hours |
| b) More than one year but less than six years continuous service  | 80 hours   |
| c) After six years continuous service                             | 88 hours   |
| d) After seven years continuous service                           | 96 hours   |
| e) After eight years continuous service                           | 104 hours  |
| f) After nine years continuous service                            | 112 hours  |
| g) After 10 years continuous service                              | 120 hours  |



|   |           |
|---|-----------|
| h) After 11 years<br>continuous service | 128 hours |
| i) After 12 years<br>continuous service | 136 hours |
| j) After 13 years<br>continuous service | 144 hours |
| k) After 14 years<br>continuous service | 152 hours |
| l) After 15 years<br>continuous service | 160 hours |

3. "Continuous service" in this Section is defined as time actually spent performing productive work for the Company and does not include time away from work for any cause or reason whatever, except approved leaves of absence or vacations.

4. Employees eligible to receive vacation benefits under this Section, who resign, retire, terminate, or are laid off, shall receive pay in lieu of vacation benefits accumulated to the time of separation on the following basis:

- a) They shall receive pay for one-twelfth (1/12) of the applicable vacation hours earned for each month worked during the current vacation accrual year. The vacation accrual year is the calendar year commencing with each January 1 and ending December 31. A month's work will be defined as any calendar month in which the employee works 120 hours.
- b) In order to be entitled to any pay under this Paragraph, all persons who resign or retire must give proper notice by submitting a "resignation notice" to his supervisor at least two weeks (14 calendar days) prior to the desired date of termination or separation. Employees who fail to submit proper notice will forfeit all accrued vacation entitlement.
- c) In the event of the employee's death, the benefits described in 4.a) above shall be paid to the employee's estate.

5. All discharged employees will receive pay for vacation accrued prior to the year of termination.

6. All vacation requests are to be turned in by February 1. The Company will post vacation schedules by March 1. All vacation requests turned in after February 1 will be on a first-come, first-serve basis. Vacations will be granted based on employees' bargaining unit seniority provided the Company maintains the proper balance of skills, experience and job knowledge.

7. An employee will ask his supervisor before his vacation commences about his work schedule (shift, starting and quitting times) for the first scheduled workday upon his return from vacation. If it is necessary to change an employee's work schedule while he is on vacation, the change will be made in accordance with the 16 hour notice provisions of the Hours, Overtime and Premium Pay section of this Agreement.

8. Subject to the approval of the employee's supervisor, employees will be permitted to trade vacation periods with other employees within their job classifications.

9. A maximum of 160 hours vacation credit may be carried from one calendar year to the next. Vacation credit is accrued in the calendar year prior to the calendar year in which it can be used. If an

employee foregoes his vacation at the request of the Company, the Company shall in lieu thereof pay the employee his vacation pay over and above his ordinary pay.

### SECTION 31. HOLIDAYS

1. All active, full-time regular employees with seniority shall receive eight hours pay at their straight-time rate in effect on the day of the holiday.

2. An employee who works on a day observed as a holiday shall be compensated as follows:

a) He shall be paid for all hours worked on the holiday at a rate of time and one-half his straight-time rate in effect on that day.

b) He shall receive eight hours holiday pay at his straight-time rate in effect on that day.

3. When an employee works temporarily upgraded on a day observed as a holiday, he will receive holiday pay, as set out above, at the appropriate temporary upgrade rate.

4. If an employee is scheduled to work on a holiday and fails to work, he will not be paid for the holiday unless his absence is excused by the Company.

5. An employee that does not work the holiday shall receive holiday pay under the following conditions:

a) He must work or receive pay for all the hours of his scheduled shift on the last workday preceding such holiday(s), and he must work or receive pay for all the hours of his first scheduled shift immediately following the holiday(s).

b) If an employee is absent on one of the qualifying days for a reason that is non-payable under the provisions of this Agreement, such absence will not result in the loss of holiday pay if the reason is substantiated by the employee and accepted by the Company.

c) No holiday pay is due an employee who is absent on both of the qualifying days for a non-payable reason, unless the holiday falls within the three day waiting period for paid sick leave eligibility as provided in Paragraph 10 of Section 23.

d) If an employee is tardy and the Company does not invoke Paragraph 22 of Section 19, the employee shall receive holiday pay.

e) Holiday pay is not paid an employee on disciplinary suspension on both of the qualifying days. The holiday(s) is counted as part of the suspension period.

f) Holiday pay is not paid an employee who is on long term disability on both of the qualifying days.

g) Holiday pay is not paid in lieu of workers' compensation pay, however holiday pay is paid in lieu of sick pay.

6. During this Agreement there shall be 10 paid holidays as follows:

New Year's Day  
Good Friday  
Memorial Day

Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving

Independence Day  
Labor Day

Christmas Eve  
Christmas Day

7. In the event a holiday occurs on any employee's scheduled day off, the preceding scheduled workday (if in the same pay period) will be observed as the holiday.

Example: A holiday that occurs on Saturday will be observed on the preceding Friday by employees that are scheduled to work Monday through Friday for that pay period.

8. In the event a holiday occurs on any employee's scheduled day off at the beginning of the pay period such that Paragraph 7 cannot be applied, the next scheduled workday will be observed as the holiday.

Example: A holiday that occurs on Sunday will be observed on Monday by employees that are scheduled to work Monday through Friday for that pay period.

## SECTION 32. HEALTH AND WELFARE

1. The details covering such matters as eligibility, coverage continuation, benefits and covered services, deductibles, exclusions and limitations, coordination of benefits, termination of coverage, conversion privileges, and all other terms and provisions of the plans referred to in this Section shall be as specifically provided or set out in the plan documents.

### MEDICAL INSURANCE – ACTIVE EMPLOYEES

2. Each employee is entitled to the group health coverage provided to, and on the same basis as, all other regular full-time employees of the Company. The Company retains the right in its sole discretion to modify the terms, conditions, and level of benefits under the group health coverage, after offering to meet and discuss such changes with the Union, so long as benefits for employees covered by this Agreement are the same as provided to other full-time employees of the Company.

3. The Company and the employees will co-share the cost of the medical premiums. The employee's contribution to the cost of coverage will depend on the coverage he has. The monthly employee contribution percentage will be 10 percent of the cost, but no more than the following:

|                                  |          |
|----------------------------------|----------|
| Employee Only                    | \$ 64.00 |
| Employee and Spouse              | 123.00   |
| Employee, Spouse, and Child(ren) | 161.00   |
| Employee and Child(ren)          | 113.00   |

The employee's contribution will be made through payroll deduction on a pre-tax basis.

4. If an active employee with dependent coverage dies, dependent medical coverage may continue up to the fifth anniversary of the employee's death. Coverage will be provided for the first 12 months, with the survivor paying the same monthly contribution as an active employee. Thereafter, coverage will be provided on an 80/20 co-shared basis, with the survivor paying 20 percent of the monthly premium.

### MEDICAL INSURANCE – RETIREES

5. Group medical coverage is available for employees who retire on or after age 62 with 10 or more years of service. Coverage is also available for the retiree's spouse and, prior to the retiree and his spouse attaining age 65, his dependents. Prior to age 65, the coverage for a participant will be the active group medical coverage. At age 65, the coverage will be Medicare supplement coverage. To be eligible for the

Medicare supplement coverage, the participant must enroll in Medicare Part B. The cost to the retiree and/or his spouse and dependents is 100% of the applicable premium.

6. Upon retirement, the Company will establish a Retiree Medical Account to be used for the sole purpose of paying for the coverage provided under Paragraph 5 above. For an employee retiring prior to January 1, 2012, the initial amount in the Retiree Medical Account will equal \$1,200 per year of service, to a maximum of \$36,000. For employees retiring on or after January 1, 2012, the initial amount will equal \$1,250 per year of service, to a maximum of \$37,500. The account balance will be credited with interest based on the 10-year Treasury rate, subject to a four percent minimum and a seven percent maximum rate.

7. The retiree may elect to pay premiums from the Retiree Medical Account in full or in part until the account balance reaches zero. Thereafter, the retiree may continue coverage by paying 100% of the premium. If the retiree dies, his covered spouse will be eligible to continue coverage and entitled to use any balance in the Retiree Medical Account to pay premiums. If the retiree and his spouse die, any balance in the Retiree Medical Account will be paid to the first of the following then surviving: child(ren), parent(s); or to the estate.

#### MEDICAL INSURANCE – DISABLED EMPLOYEES

8. If an employee becomes disabled as a result of an injury or an illness while employed by the Company, group health coverage will be provided for him on the following basis:

- a) Coverage will be provided for the first 12 months of disability, beginning with the first day of disability (the day following the last day worked), with the employee paying the same as an active employee.
- b) After 12 months of disability, coverage will be provided on an 80/20 co-shared basis, with the employee paying 20 percent of the monthly premium.

9. The Company's active group health coverage will continue until the disabled employee becomes eligible for Medicare as a result of his disability, at which time the Company will provide Medicare supplement coverage. To be eligible for the Medicare supplement coverage provided by the Company, the disabled employee must enroll in Medicare Part B. The cost to the disabled employee for the supplemental coverage is 75 percent of the Medicare supplement premium rate.

10. The Company's applicable health coverage for the disabled individual will continue for the duration of the disability regardless of his employment status with the Company; provided that the health coverage will terminate when the individual (i) reaches age 65, (ii) recovers from the disability, (iii) accepts other employment, (iv) ceases to pay the required monthly premiums, or (v) can no longer provide proof of disability.

11. If an employee who becomes disabled has dependent coverage as of the first day of disability, the coverage may be continued on the same basis as set out in Paragraph 8 above. Dependent medical coverage may continue up to the fifth anniversary of the date the employee qualified for long term disability, or until the employee's earlier termination of employment.

#### OTHER INSURANCE

12. The Company shall provide employee life and AD&D insurance, with the amount of life insurance equal to two times the employee's annual base pay, and the amount of AD&D insurance equal to the life insurance amount. The Company shall also provide \$10,000 of life insurance on the employee's spouse and each dependent child, and \$100,000 of business travel accident coverage on each employee. The cost of the insurance shall be paid by the Company. Each employee is also entitled to the dental insurance provided to, and on the same basis as, all other regular full-time employees of the Company. The cost of dental insurance

on the employee is paid by the Company. Dependent dental coverage is optional, and the cost is co-shared by the Company and the employee on an 80/20 basis (80% Company, 20% employee).

13. For an employee who becomes disabled, the life, AD&D, and dental insurance provided for him and/or his dependents will or may continue for one full year, beginning with the first day of disability. Thereafter, AD&D and dependent life insurance will cease, and the employee's life insurance will continue only where approved (premium waived) by the carrier. Dental coverage may continue after one full year, up to the third anniversary of the date the employee qualified for long term disability, with the employee paying 100% of the cost.

#### LONG TERM DISABILITY

14. The Company will pay the cost of long term disability insurance that provides the same level of benefits in effect as of the commencement date of this Agreement, which is 66 2/3% of the employee's base pay rate, up to a maximum monthly benefit of \$4,000.

15. An employee on long term disability must become eligible for Social Security disability benefits as of the second anniversary of the date he qualified for long term disability, or be in the process of appealing a Social Security benefit denial, if he is to continue receiving long term disability benefits on or after that date. If a decision on the appeal in process has not been rendered as of the two year expiration date, the long term disability benefit will decrease by the amount the employee would otherwise be entitled to receive from Social Security. If the employee later receives a favorable decision on the appeal, the long term disability benefit will continue as set out in the plan document. If the employee loses his appeal, his coverage will cease and if he is unable to return to work at that time, he shall be terminated.

#### SECTION 33. PENSION

1. The Bargaining Employees Retirement Savings Plan is a defined contribution pension plan consisting of two parts: a retirement section providing for unmatched non-elective employer contributions; and a thrift and 401(k) savings section providing for employee and matching employer contributions. The retirement section calls for employer contributions into a retirement or base contribution account, based on graduated percentages of base pay, depending on the employee's age.

| Age | <33 | 33-36 | 37-40 | 41-44 | 45-48 | 49-52 | 53-56 | 57+ |
|-----|-----|-------|-------|-------|-------|-------|-------|-----|
| %   | 5   | 6     | 7     | 8     | 9     | 10    | 11    | 12  |

The thrift and 401(k) savings section allows employees to contribute or defer base pay on an after-tax basis (thrift savings), a pre-tax basis (401(k) savings), or both. The matching employer contribution is 60% of the first 6% of base pay contributed by the employee on a pre-tax basis.

2. Employees are eligible to participate in the Bargaining Employees Retirement Savings Plan, for purposes of receiving the employer base contributions and matching contributions, on the first day of the month coincident with or next following completion of a 12 consecutive month period during which the employee earns 1,000 hours of service. For purposes of making employee thrift and 401(k) savings contributions, employees are eligible as of the first of the month coincident with or next following completion of their first hour of service.

3. The details covering the provisions of the Bargaining Employees Retirement Savings Plan shall be as specifically provided in the plan documents, and are subject to IRS rules and regulations.

### **SECTION 34. BULLETIN BOARDS**

1. The Company shall provide bulletin boards to be used for the posting of Union notices of elections, meetings, appointments, and Union recreational and social affairs. Prior to posting, all materials must be approved by the Human Resources Department or the chief stewards may have materials approved by the respective Plant Manager. There shall be no posting by employees of pamphlets, advertising or political materials, notices of any kind or literature upon Company property.

### **SECTION 35. PLANT VISITATION**

1. An accredited Union representative may visit a plant at reasonable times during working hours. The representative will notify the Company prior to the visit and will secure permission from the respective Plant Manager prior to the visit, and such visits will not be permitted if they interfere with the operations of the plant. Such visits shall be limited to participation in the adjustment of a pending grievance as provided for in the grievance procedure under this Agreement, or to make a physical inspection of the plant operations necessary to process a pending grievance. Such visits will not be permitted if they are abused or if they interfere with production or with employees while at work.

### **SECTION 36. SEPARABILITY**

1. If any provision of this Agreement is invalidated by legislation or by decision of a court of competent jurisdiction, such invalidation shall apply only to the provision or provisions expressly invalidated, and all remaining portions of this Agreement shall remain in full force and effect. The Company and the Union shall meet to renegotiate the invalidated provision or provisions.

### **SECTION 37. HOURLY WAGE RATES AND LABOR GRADE CLASSIFICATION ASSIGNMENTS**

1. All basic hourly wage rates paid by the Company to bargaining unit employees in the respective labor grades are listed below.

First period from July 17, 2009 through September 14, 2009

Second period from September 15, 2009 through September 14, 2010

Third period from September 15, 2010 through September 14, 2011

Fourth period from September 15, 2011 through September 14, 2012

#### **LABOR GRADE 1**

|                   | <b>First Step</b> | <b>Second Step</b> | <b>Top Step</b> |
|-------------------|-------------------|--------------------|-----------------|
| <b>1st period</b> | \$27.25           | \$28.36            | \$29.42         |
| <b>2nd period</b> | \$28.12           | \$29.27            | \$30.36         |
| <b>3rd period</b> | \$29.02           | \$30.21            | \$31.33         |
| <b>4th period</b> | \$29.95           | \$31.18            | \$32.33         |

Classifications: Control Room Operator, Senior Mechanic, Senior Instrument Technician, Senior Electrician, Senior Machinist, Senior Equipment Mechanic, (Grandfathered) Lab Technician "A", Senior Equipment Operator

LABOR GRADE 2

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$23.31    | \$24.86     | \$26.75  |
| 2nd period | \$24.06    | \$25.66     | \$27.61  |
| 3rd period | \$24.83    | \$26.48     | \$28.49  |
| 4th period | \$25.62    | \$27.33     | \$29.40  |

Classifications: Mechanic, Instrument Technician, Electrician, Machinist, Equipment Mechanic a)

LABOR GRADE 3

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$24.41    | \$25.17     | \$26.43  |
| 2nd period | \$25.19    | \$25.98     | \$27.28  |
| 3rd period | \$26.00    | \$26.81     | \$28.15  |
| 4th period | \$26.83    | \$27.67     | \$29.05  |

Classifications: Lab Technician

LABOR GRADE 4

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$26.15    |             |          |
| 2nd period | \$26.99    |             |          |
| 3rd period | \$27.85    |             |          |
| 4th period | \$28.74    |             |          |

Classifications: Scrubber Operator

LABOR GRADE 5

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$23.60    | \$24.41     | \$25.17  |
| 2nd period | \$24.36    | \$25.19     | \$25.98  |
| 3rd period | \$25.14    | \$26.00     | \$26.81  |
| 4th period | \$25.94    | \$26.83     | \$27.67  |

Classifications: Auxiliary Operator (Operations), Auxiliary Operator (Scrubber), Solid Waste Operator (Scrubber)

LABOR GRADE 6

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$23.31    | \$24.10     | \$24.86  |
| 2nd period | \$24.06    | \$24.87     | \$25.66  |
| 3rd period | \$24.83    | \$25.67     | \$26.48  |
| 4th period | \$25.62    | \$26.49     | \$27.33  |

Classifications: (Grandfathered Journeyman) – (Mechanic, Instrument Technician, Electrician, Machinist, Equipment Mechanic), Equipment Operator, Storekeeper

LABOR GRADE 7

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$20.78    | \$21.48     | \$22.15  |
| 2nd period | \$21.44    | \$22.17     | \$22.86  |
| 3rd period | \$22.13    | \$22.88     | \$23.59  |
| 4th period | \$22.84    | \$23.61     | \$24.34  |

Classifications: Utility (Operations), Utility (Scrubber)

LABOR GRADE 8

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$20.49    | \$21.17     | \$21.85  |
| 2nd period | \$21.15    | \$21.85     | \$22.55  |
| 3rd period | \$21.83    | \$22.55     | \$23.27  |
| 4th period | \$22.53    | \$23.27     | \$24.01  |

Classifications: Utility (all departments except Operations and Scrubber), Assistant Storekeeper

LABOR GRADE 9

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$19.17    | \$19.82     |          |
| 2nd period | \$19.78    | \$20.45     |          |
| 3rd period | \$20.41    | \$21.10     |          |
| 4th period | \$21.06    | \$21.78     |          |

Classifications: (Grandfathered) Laborer

LABOR GRADE 10

|            | First Step | Second Step | Top Step |
|------------|------------|-------------|----------|
| 1st period | \$17.92    | \$19.17     |          |
| 2nd period | \$18.49    | \$19.78     |          |
| 3rd period | \$19.08    | \$20.41     |          |
| 4th period | \$19.69    | \$21.06     |          |



Classifications: Laborer b)

- a) Employees who transfer or job bid into a journeyman position on or after April 23, 1987, shall be covered by this Labor Grade. Advancement to a Labor Grade I Senior Journeyman position shall occur only through the job bid and request for transfer provisions.
- b) This Labor Grade applies to all new Laborers and those who request for transfer to the Laborer classification on or after April 23, 1984.

### SECTION 38. STEP RATE PROGRESSION

1. All employees will progress to the next step rate on his classification anniversary date, until he reaches the top rate of his Labor Grade, provided he is qualified to do the job.

### SECTION 39. ESTABLISHED LINES OF PROGRESSION

Employees will progress through the established lines of progression set out below:

Production, Scrubber and Solid Waste, Mechanical, Instrumentation, Electrical, Machine Shop, Fuels Equipment Operations, Fuels Equipment Maintenance, Lab and Warehousing Departments.

#### **Production**

1. Control Room Operator
2. Auxiliary Operator
3. Utility (Operations)

#### **Mechanical**

1. Senior Mechanic
2. Mechanic
3. Utility (Mechanical)

#### **Electrical**

1. Senior Electrician
2. Electrician
3. Utility (Electrical)

#### **Fuels Equipment Maintenance**

1. Senior Equipment Mechanic
2. Equipment Mechanic
3. Utility (Equipment Maintenance)

#### **Warehousing**

1. Storekeeper
2. Assistant Storekeeper

#### **Laborer b)**

Laborer

#### **Scrubber and Solid Waste a)**

1. Scrubber Operator
2. Auxiliary Operator (Scrubber)  
Solid Waste Operator
3. Utility (Scrubber)

#### **Instrumentation**

1. Senior Technician (Instrument)
2. Technician (Instrument)
3. Utility (Instrument)

#### **Machine Shop**

1. Senior Machinist
2. Machinist
3. Utility (Machinist)

#### **Fuels Equipment Operations**

1. Senior Equipment Operator
2. Equipment Operator
3. Utility (Equipment Operations)

#### **Lab**

1. (Grandfathered) Lab Technician "A"  
Lab Technician

- a) The Scrubber Auxiliary and the Solid Waste Operator shall be treated as a combined classification for the purpose of layoff, displacement, and recall (Section 15) and permanent transfer (Section

18.2). The Scrubber Auxiliary or the Solid Waste Operator shall be offered the adjacent classification's unscheduled overtime, referred to in Section 19.10, before offering the unscheduled overtime to the Utility classification.

b) Laborers are not in an established line of progression.


The parties agree that the ratio of senior journeyman to journeyman may not be less than 1 to 1 for the first four positions in each journeyman department at each work facility and such ratio may not be less than 2 to 1 for all additional senior journeyman and journeyman positions in the department. Such ratios may be maintained by the Company provided that business conditions allow such a ratio to exist.

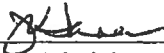
**SECTION 40. IN WITNESS WHEREOF**

1. IN WITNESS WHEREOF, this Agreement is executed the 18th day of May, 2009.

**BIG RIVERS ELECTRIC CORPORATION**

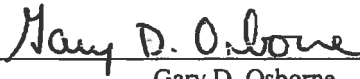
by

  
\_\_\_\_\_  
President & CEO

  
\_\_\_\_\_  
Vice President Administrative Services

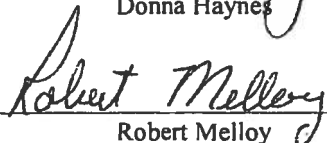
**LOCAL UNION 1701, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS,  
AFL-CIO**

by

  
\_\_\_\_\_  
Gary D. Osborne  
Business Manager & Financial Secretary

  
\_\_\_\_\_  
Tim West, Chairman

  
\_\_\_\_\_  
Donna Haynes

  
\_\_\_\_\_  
Robert Melloy

  
\_\_\_\_\_  
Neal Benningfield

**RELATED  
INFORMATION  
SECTION**

## **MECHANICAL, INSTRUMENTATION, AND ELECTRICAL OVERTIME GUIDELINES**

Distribution of overtime shall be on the basis of departmental seniority and according to a set sequence, providing that all business considerations made on behalf of safety, qualifications, efficiency, economics, and orderly operations do not prevail.

1. By the end of the employee's first shift on Thursday of the previous workweek, overtime lists by seniority in department, classification, and shift involved will be posted at each facility.

2. When scheduled overtime is available, before the work schedule is posted at the end of the first shift on Thursday, it is Management's responsibility to identify the most senior employee on the overtime list and offer this employee the overtime opportunity on this work schedule. This sequence will continue down the overtime list until someone accepts the overtime opportunity. If no one accepts the overtime opportunity, the least senior employee will be required to work the overtime.

3. When scheduled overtime is available, after the work schedule was posted at the end of the first shift on Thursday, it is Management's responsibility to identify the least senior employee on the overtime list and offer that employee the overtime opportunity. The employee offered the overtime assignment will work the overtime unless he arranges for a substitute acceptable to the Company. It is the employee's responsibility to use the set overtime list to find the replacement.

4. When unscheduled overtime is available, it is Management's responsibility to offer the least senior employee the overtime assignment. The employee offered the overtime assignment will work the overtime unless he arranges for a substitute acceptable to the Company. It is the employee's responsibility to use the set overtime list to find the replacement.

5. Management holds no responsibility for the employee's improper use of the set overtime list as set out in Paragraphs 3 and 4 above.

## **OPERATIONS/SCRUBBER UNSCHEDULED OVERTIME GUIDELINES**

Distribution of "unscheduled overtime" shall be on the basis of departmental seniority and according to a set sequence, providing that all business considerations made on behalf of safety, qualifications, efficiency, economics, and orderly operations do not prevail. (e.g. avoiding extra expense for SDO-1 and SDO-2 employees; employees already having worked or are scheduled to work three or more hours beyond their regular shift not being required to work additional overtime for that day and not normally being offered such overtime; etc.)

1. When overtime is available, Management will ensure the following sequence will be used, utilizing the appropriate lists as follows:

a) For Hold-Over and Report-In overtime, use the list for the shift where the overtime is being offered. The order of offering overtime by classifications is as follows:

- 1) The classification where the opening occurs.
- 2) Qualified employees in the next lower classification.
- 3) Qualified employees in the next higher classification.

b) For Call-In overtime, use the list for the shift following the shift where the vacancy first

occurred. The order of offering overtime by classifications is as follows:

- 1) The classification where the opening occurs.
- 2) Qualified employees in the next lower classification.

2. If the vacancy is not filled voluntarily using the steps above, the appropriate employee in the same classification where the vacancy causing overtime first occurred will be required to work the overtime.

### **REMEDY FOR VIOLATION OF OVERTIME GUIDELINES**

The appropriate remedy for violation of the overtime guidelines shall be as follows:

1. When an unintentional violation occurs and is grieved after the overtime has been worked, the employee(s) who files a grievance and was eligible for the overtime shall be offered make-up overtime hours equal to the number of hours missed as a result of the violation, within 30 days of the violation. This make-up overtime shall not be on work that would be performed on an overtime basis, and the overtime rate shall not be less than the rate the employee would have received, had the violation not occurred.

2. When an intentional violation occurs or the Company is made aware of a violation prior to the start of the overtime assignment and does not assign the overtime to the appropriate employee(s), the employee(s) who files a grievance and was eligible for the overtime shall receive pay in an amount equal to the amount the employee would have received had the employee worked the overtime.

In any case above, the Company's liability will not exceed the hours paid to the employee(s) during the disputed overtime occurrence.

## 12-HOUR ROTATING WORK SCHEDULE AGREEMENT

The Company and the Union mutually agree that the provisions negotiated between the parties permit the rotating shift departments as of July 17, 2009, to continue to work 12-Hour Rotating Work Schedules. Contained herein are the mutually agreed to deviations from the collective bargaining agreement (the Agreement) between the parties for application to 12-Hour Rotating Work Schedules. The 12-Hour Rotating Work Schedule mutually approved by the Company and the Union shall be a part of this 12-Hour Rotating Work Schedule Agreement.

The 12-hour Rotating Work Schedule shall continue for the life of the Agreement or until either party gives 30 days written notice to the other that they want the 12-Hour Rotating Work Schedule to be discontinued.

The following summarizes the mutually agreed to deviations between the administration of work schedules permitted under the parties' collective bargaining agreement and the 12-Hour Rotating Work Schedules permitted by this 12-Hour Rotating Work Schedule Agreement:

### SECTION 11. GRIEVANCE PROCEDURE

1. The seven days will become 14 days.

### SECTION 19. HOURS, OVERTIME AND PREMIUM PAY

1. An employee working a 12-Hour Rotating Work Schedule shall be paid the appropriate overtime rate for all hours worked outside his scheduled work shift or in excess of 12 straight-time hours in a standard workday. He shall be paid the appropriate overtime rate for all hours worked over 40 straight-time hours in a standard workweek.

2. Time and one-half shall be paid for all hours worked by an employee working a 12-Hour Rotating Work Schedule on his first full Scheduled Day Off (SDO-1) and double-time for all hours worked on his last full Scheduled Day Off (SDO-2). Hours of scheduled work performed on Other Scheduled Days Off (OSDO) will be paid at time and one-half, provided the 12-Hour Rotating Work Schedule employee has satisfied the over 40 hours of straight-time worked requirement.

3. All hours for which an employee receives straight-time pay will be considered as time worked for the purpose of meeting the over 40 straight-time hours requirement.

4. The Rotating Shift premium shall be paid for all straight-time hours worked to employees working a 12-Hour Rotating Work Schedule. The Rotating Shift premium shall be paid at time and one-half for all overtime hours worked.

5. No other shift premium or Sunday premium will apply to employees working a 12-Hour Rotating Work Schedule, except as set out above.

6. The Company, where appropriate, will utilize off-duty employees by the current overtime guidelines to cover unscheduled overtime work circumstances prior to utilizing on-shift employees. Each week, employees may sign a daily, volunteer overtime signup list for the following workweek. Employees, beginning with those that signed the volunteer list, on their short time off will be utilized before employees on their long time off.

### SECTION 23. SICK LEAVE PAY

1. A regular full-time employee working a 12-Hour Rotating Work Schedule will not be paid sick leave pay for non-occupational illnesses for the first two full consecutive working days of any one continuous absence.

2. An employee who reports for work on a straight-time scheduled workday but is forced by illness to leave work before working more than six hours shall have the day counted as one day of the required waiting period.

3. Sick leave pay shall not exceed 12 hours pay for a scheduled straight-time workday, nor be in excess of a scheduled workweek, to exclude any overtime work on an off day.

4. Sick leave pay will be paid at the employee's base straight-time rate.

#### **SECTION 24. WORKERS' COMPENSATION PAY**

1. Workers' compensation pay shall be paid at a rate of 75 percent of the employee's base straight-time pay rate in effect at the onset of the illness or injury.

2. Workers' compensation pay shall not exceed 12 hours pay per scheduled straight-time workday, nor be in excess of a scheduled workweek.

3. A regular full-time employee working a 12-Hour Rotating Work Schedule will not be paid workers' compensation pay for industrial illness or injury for the first two full consecutive working days of any one continuous absence.

4. If an employee working a 12-Hour Rotating Work Schedule is absent for five or more consecutive scheduled workdays, he shall be compensated at a rate of 75 percent of his base straight-time pay rate for the first two full working days of the continuous absence.

5. The Company may assign the 12-Hour Rotating Work Schedule employee, absent on an extended leave, to a 40 hour workweek for successive full payroll periods.

6. Successive disabilities, separated by less than six consecutive 12-Hour Rotating Work Schedule working days of regular full-time work, will be considered the same disability unless the subsequent disability is due to a different cause.

#### **SECTION 25. PERSONAL DAY PAY**

1. Each personal day will be paid at a rate of 12 hours at the employee's base straight-time pay rate.

2. The paid personal day cannot be taken on any SDO or a scheduled holiday.

#### **SECTION 26. FUNERAL LEAVE**

1. An employee will receive up to 12 hours pay, paid at his base straight-time pay rate, for each scheduled straight-time funeral leave day.

#### **SECTION 27. JURY DUTY**

1. An employee serving on jury duty will receive up to 12 hours pay, paid at his base straight-time pay rate, for scheduled straight-time workday absences.

#### **SECTION 29. EMERGENCY RESCUE TEAM**

1. A vacation day will be 12 hours.



### **SECTION 30. VACATION**

1. An employee will receive up to 12 hours vacation pay, paid at his base straight-time rate, for each scheduled straight-time workday taken as vacation; including up to 12 hours vacation pay for the fourth scheduled straight-time workday in the scheduled 48 hour workweek.

### **SECTION 31. HOLIDAYS**

1. An employee scheduled off on a shift observed as his holiday will receive eight hours holiday pay, paid at his base straight-time pay rate. Such employee shall have the option to use vacation pay for the balance of the hours of the scheduled holiday.

2. An employee who works on a shift observed as his holiday will receive pay at the rate of time and one-half for all hours worked on the holiday. In addition, the employee will receive eight hours holiday pay, paid at his base straight-time pay rate.

### **SECTION 33. PENSION**

1. For the purpose of pension plan administration, contributions will be calculated for all hours paid in any two week pay period, regardless of the premium payment, not to exceed 80 hours in any two week pay period, for all regular full-time employees working a 12-Hour Rotating Work Schedule.

**MEMORANDUM OF UNDERSTANDING**

**RE: AUTOMATIC STEP RATE PROGRESSION EMPLOYEES**

**(Mechanical, Electrical, Instrumentation, Fuels Equipment Maintenance, and Machinist)**

In the event an employee covered under Section 38 of the 2007 WKE Labor Agreement between WKE and IBEW Local 1701 should ever be displaced to a utility or laborer position, upon recall to the journeyman line of progression, the employee shall be returned to his highest position previously held. Upon loss of recall rights, the employee shall have bid rights as all other step rate progression employees. After a successful bid to a journeyman classification, the employee will automatically progress on his classification anniversary date until he reaches the top step of Labor Grade 1.

## LETTER OF INTENT

RE: Calculation of the 16 hours worked and 12 hour rest period set out in the labor agreement.

When calculating whether 16 hours has been worked in a 24 hour period or when applying the 12 hour rest period provision, the following rules apply:

- a) In the event an employee works 16 hours in a 24 hour period, the 12 hour rest period hours shall not be included in a subsequent 16 hours worked calculation.
- b) There is no pay due an employee who has been excused from and does not work the scheduled hours outside his 12 hour rest period. In respect to such non-premium hours, the employee may be excused from such hours of work without pay, provided Management approves the employee's request to go home and rest, rather than work. Or, if there is a concern by the Company because of the long hours worked for the safety of the employee and/or for his fellow workers, the Company may direct the employee to go home to rest, without pay, during the non-premium hours of the scheduled shift. If the employee is directed to go home, as set out herein, during scheduled overtime hours the appropriate contractual overtime cancellation notice must be applied.
- c) Time taken for meals outside of the employee's scheduled shift is restricted to "ample time only." Time taken for such non-scheduled meal breaks is included in the 16 hours worked calculation. The parties agree that "ample time only" is the necessary time for an employee to eat, but at no time shall the meal break exceed 20 minutes.

See attached chart for examples of how to calculate the 16 hours worked and 12 hour rest period.

EXAMPLES OF 9/28/94 LETTER OF INTENT

| DAY OF THE WEEK | NOON            |   |             |   |                  |   |               |   |   |   |    |    |         |   |   |   |   |   |   |   |   |   |    |    |         |  |
|-----------------|-----------------|---|-------------|---|------------------|---|---------------|---|---|---|----|----|---------|---|---|---|---|---|---|---|---|---|----|----|---------|--|
|                 | 12 A.M.         | 1 | 2           | 3 | 4                | 5 | 6             | 7 | 8 | 9 | 10 | 11 | 12 P.M. | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 A.M. |  |
| MONDAY          |                 |   |             |   |                  |   |               |   |   |   |    |    |         |   |   |   |   |   |   |   |   |   |    |    |         |  |
| TUESDAY         |                 |   |             |   |                  |   |               |   |   |   |    |    |         |   |   |   |   |   |   |   |   |   |    |    |         |  |
| WEDNESDAY       |                 |   |             |   |                  |   |               |   |   |   |    |    |         |   |   |   |   |   |   |   |   |   |    |    |         |  |
| THURSDAY        |                 |   |             |   |                  |   |               |   |   |   |    |    |         |   |   |   |   |   |   |   |   |   |    |    |         |  |
| FRIDAY          |                 |   |             |   |                  |   |               |   |   |   |    |    |         |   |   |   |   |   |   |   |   |   |    |    |         |  |
| SATURDAY        |                 |   |             |   |                  |   |               |   |   |   |    |    |         |   |   |   |   |   |   |   |   |   |    |    |         |  |
| LEGEND          | SCHEDULED SHIFT |   | REST PERIOD |   | START OF ROLLING |   | 24 HR. PERIOD |   |   |   |    |    |         |   |   |   |   |   |   |   |   |   |    |    |         |  |

Chart A

John Doe's Weekly Schedule Posted Shift

Shift A Week Ending 7-15-93

| Employee | Sun   | Mon | Tues | Wed | Thur | Fri | Sat          |
|----------|-------|-----|------|-----|------|-----|--------------|
| Doe      | SDO-2 | 8-4 | 8-4  | 8-4 | 8-4  | 8-4 | 8-4<br>SDO-1 |

John Doe actually works the following time for week ending 7-15-93.

Sunday = SDO-2, Off

Monday = 8 am until 2 am - Tuesday - unscheduled hold over

Note: Due to the unscheduled hold over, the 12-hour rest period starts at 12 pm Tuesday and lasts until 12 pm Tuesday.

Tuesday = Off work with straight time pay from 8 am - 12 pm;  
Works 12 pm - 4 pm

8 am - 12 pm/ in work 12 pm - 4 pm

Wednesday = 8 am until 3 am Thursday - unscheduled hold over

Thursday = 8 am until 12 am Friday - unscheduled hold over

Friday = 8 am until 4 pm - Called in 6 pm until 2 am Saturday

Saturday = 8 am until 6 pm

How should John be paid?

|      |   |   |   |  |
|------|---|---|---|--|
| Mon  | 8 am until 4 pm<br>8 hrs straight time    | 4 pm until 12 am<br>8 hrs time and 1/2    |   |  |
| Tues | 12 am until 2 am<br>2 hrs double time     | 8 am until 12 noon<br>4 hrs straight time | 12 pm until 4 pm<br>4 hrs straight time   |  |
| Wed  | 8 am until 4 pm<br>8 hrs straight time    | 4 pm until 12 am<br>8 hrs time and 1/2    |   |  |
| Thur | 12 am until 3 am<br>3 hrs double time     | 8 am until 12 noon<br>4 hrs double time   | 12 noon until 4 pm<br>4 hrs straight time | 4 pm until 12 am<br>8 hrs time and 1/2 |
| Fri  | 8 am until 12 noon<br>4 hrs straight time | 12 noon until 4 pm<br>4 hrs double time   | 6 pm until 12 am<br>6 hrs double time     |  |
| Sat  | 12 am until 2 am<br>2 hrs time and 1/2    | 8 am until 6 pm<br>10 hrs time and 1/2    |   |  |

|      | Hrs<br>Per Day | Time | Time and 1/2 | Double |
|------|----------------|------|--------------|--------|
| Mon  | 16             | 8    | 8            |        |
| Tues | 10             | 8    |              | 2      |
| Wed  | 16             | 8    | 8            |        |
| Thur | 19             | 4    | 8            | 7      |
| Fri  | 14             | 4    |              | 10     |
| Sat  | 12             |      | 12           |        |

## MEMORANDUM OF UNDERSTANDING

RE: Certain transition issues concerning WKE employees hired by Big Rivers when it resumes control of the power plant operations on the unwind closing date.

1. WKE employees hired by Big Rivers when it resumes control of the power plant operations shall receive credit for service with WKE and prior service with Big Rivers, for purposes of determining eligibility for enrollment or participation in any employee benefit plan or program to be made available to them, and entitlement to those benefits.

2. Entitlement to vacation, personal days, and floating holidays in 2009 post-close, for WKE employees hired by Big Rivers at close, will be that unused entitlement transferred from WKE to their credit at Big Rivers as of the closing date. Their accrual of vacation in 2009 for 2010, and their personal day and floating holiday entitlement in 2010, will be in accordance with the generation division labor agreement between Big Rivers and the Union. WKE employees' sick leave balances at close will also be transferred to their credit at Big Rivers. With regard to FMLA coverage, the WKE employees' entitlements will be the same as if employment by WKE and Big Rivers were continuous employment by a single employer.

3. Disciplinary records pertaining to employment at WKE, for those WKE employees hired by Big Rivers at close, will not be used in any disciplinary actions post-close, except that employees subject at close to any conditions as a result of a positive result under the drug and alcohol program will remain subject to those conditions.

4. WKE employees hired by Big Rivers at close will retain the departmental, company, and bargaining unit seniority they had at WKE as of the closing date.

**Big Rivers' Labor Agreements with IBEW Local 1701 -  
October 15, 2008**

**A G R E E M E N T**

**BIG RIVERS**  
**ELECTRIC CORPORATION**

**AND**

**INTERNATIONAL BROTHERHOOD**

**OF**

**ELECTRICAL WORKERS**

**LOCAL 1701**

**October 15, 2008**



**GARY OSBORNE**  
BUSINESS MANAGER

**TOMMY HOWARD**  
CHAIRMAN

**MIKE THOMAS**  
VICE CHAIRMAN

**DANNY GISH**  
RECORDER

**MARTY HITE**  
EXECUTIVE COMMITTEE

**TOMMY HOWARD**  
CHIEF STEWARD

**MARTY HITE**  
STEWARD

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS  
LOCAL 1701  
2911 WEST PARRISH AVENUE  
OWENSBORO, KY 42301  
TELEPHONE: 270-684-3058**

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**RELATED INFORMATION SECTION**

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2. Letter of Intent – 12 Hour Rest Period
3. Memorandum of Understanding – Recognition of Union
4. Memorandum of Understanding – Document Changes
5. Memorandum of Understanding – Holiday Week Work Schedule

## **SECTION 1. AGREEMENT**

1. This Agreement is entered into the 15th day of October, 2008, by and between the transmission division of BIG RIVERS ELECTRIC CORPORATION, located in Henderson, Kentucky, hereinafter referred to as the Company, and LOCAL UNION 1701 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO, hereinafter referred to as the Union, who hereby agree as follows:

## **SECTION 2. DURATION AND TERMINATION**

1. This Agreement shall commence October 15, 2008, and shall continue in full force and effect until 11:59 p.m. October 14, 2012, when it shall terminate. If any party desires to renew this Agreement, they shall give the other party written notice to that effect not less than 60 days nor more than 90 days prior to October 14, 2012, except by written consent of the parties.

## **SECTION 3. AGREEMENT IN FULL**

1. This Agreement expresses the entire agreement of the parties, and the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered in this Agreement. Both parties agree to meet (upon request of either party) quarterly for clarification of Agreement language (not grievances), if necessary.

## **SECTION 4. NONDISCRIMINATION**

1. Neither the Company nor the Union will discriminate against any employee because of race, color, sex, religion, age, national origin, handicap or veteran. Wherever the male gender pronoun is used, or wherever a job classification is described with a male term in this Agreement, it is understood it shall apply to either male or female.

## **SECTION 5. WITNESSETH RECOGNITION CLAUSE**

1. The Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and all other conditions of employment of all operation and maintenance employees of the Company employed throughout its transmission system in Kentucky, including utilities, storekeepers, assistant storekeepers, equipment mechanics, senior journeymen, journeymen, groundmen, right-of-way maintenance, and laborers; BUT EXCLUDING, all office clerical and building attendants, all temporary employees hired for up to but not more than 60 working days during the life of this Agreement for laborer duties only, all professional, administrative and management employees, guards and supervisors as defined in the Act, as set out in the Certification of Representative being NLRB Case No. 25-RC-5955 duly certifying the Union in the bargaining unit set out above. The Union's Business Manager will be informed of all bargaining unit and temporary employees hired as described above. Any laid off employee will be recalled prior to hiring temporary employees.

## **SECTION 6. PUBLIC OBLIGATION (NO STRIKE-NO LOCKOUT)**

1. It is expressly understood and agreed that the services to be performed by the employees pertain to and are essential to the operation of a public utility and the welfare of the public is dependent thereon requiring continuous operation, and it is agreed, in recognition of such obligation of continuous service that,

during the term of this Agreement, there shall be no collective cessation of work by members of the Union and neither the Union, nor its members, agents, representatives, or employees of the Company or any individual employees, shall incite, encourage, condone, support, or participate in any strike, slowdown, work stoppage, picketing, sympathy strike, refusal to cross a picket line, or other curtailment or interference interrupting the Company's production, deliveries, or operations, in any manner whatsoever during the life of this Agreement for any cause whatsoever, or take any action which results in the prohibited conduct, even in sympathy with disputes involving different groups of employees and this same labor organization, or other labor organizations, groups of employees, or individual employees. In the event of such strike, sympathy strike, slowdown, work stoppage, picketing, refusal to cross picket line, or other curtailment or interference with the Company's production, deliveries, or operations, or a threat thereof, the Union and its officers and agents will do everything within their power to immediately end or avoid the conduct prohibited in this Paragraph.

2. Further, in consideration of this Agreement, the Company shall not lock out its employees during the term of this Agreement.

## **SECTION 7. INTENT, PURPOSE AND SCOPE OF AGREEMENT**

1. It is the intent and general purpose of this Agreement to promote the mutual interest of the Company and its employees. The Union recognizes that the Company is a public service corporation engaged in furnishing electricity and is subject to regulation by utility regulatory bodies, and is required to furnish adequate and continuous service. This Agreement is to provide for the operation of the Company's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, and protection of property.

2. The parties hereto recognize that continuous service of the Company is of vital importance to its customers in the area served, and that any interruption of such service directly affects individuals in their everyday lives and disrupts the orderly conduct of the business in the area served and the parties will cooperate fully to avoid any interruption to such service.

3. Each employee covered by this Agreement shall be responsible, at all times, for having his correct address and personal phone number recorded with the Company. All notices shall be deemed to have been given in accordance with this Agreement if mailed to the last address given to the Company.

4. It is further understood and agreed that this Agreement together with any written appendancy supplements or letters of understanding hereto contains all understandings oral or written between the Company and the Union.

5. This Agreement cannot be modified or amended except in writing signed by the Company and the Union. No individual shall have any right to modify, amend or revoke this Agreement.

## **SECTION 8. MANAGEMENT RIGHTS**

1. The management of the business of the Company and the direction of its employees are the exclusive responsibilities of Management, except as expressly modified by the terms of this Agreement. The sole and exclusive rights of Management which are not abridged by this Agreement, which include but are not limited to, its right to select and direct the working force; to determine, and from time to time to redetermine the number, location and types of its facilities and operations and the methods, processes and materials to be employed; to hire, promote, discipline or discharge for cause; to establish, allocate, and change work schedules and assignments; to transfer employees from one job classification or location to another; or to relieve employees from duties because of lack of work or other legitimate reasons; the right to study or introduce new or changed production methods, machinery, tools and equipment or facilities and to determine

the quantity and quality of the materials and workmanship required; to establish, determine, maintain, and enforce standards of production; to determine and redetermine job content; to contract with others to make improvements, changes, or repairs to the plant, equipment, or machinery, subcontract work, whatever may be the effect upon employment; to expand, reduce, combine or cease any job, department, operation or service; to determine starting and quitting times and determine the number of hours and shifts to be worked; to alter, rearrange, or change, to extend, limit, or curtail its operations or any part thereof, or to shut down completely or any part thereof whatever may be the effect upon employment; to make such reasonable rules and regulations, not in conflict with this Agreement as it may from time to time deem best for the purpose of maintaining order, safety, and the effective operation of the business and after advance notice of such rules and regulations to require compliance therewith.

2. Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, as are provided in this Agreement.

## SECTION 9. UNION REPRESENTATION

1. The Company recognizes the right of the Union to designate, from the seniority list, union representatives who will represent employees in the bargaining unit. The Union may designate one steward who will also serve as the chief steward. The Union may appoint one temporary steward to act in the absence of the chief steward. The authority of these representatives shall be limited to handling Union business as may be necessary in the investigation and presentation of grievances and, if requested by an employee, be present at interviews that involve or may lead to discipline. The chief steward will also perform in the capacity of the safety representative.

2. Union representatives shall be permitted to absent themselves from work with reasonable frequency and for reasonable lengths of time to transact official Union business, without pay, provided such absences do not unreasonably interfere with production. Examples of such reasons for absences are as follows:

Assisting Business Manager with Company related work.

Attendance at Union related schools, seminars, and conventions.

Each employee shall submit his request to his supervisor for participation in such Union business as soon as he is aware of such event, but no later than two weeks prior to the requested absence. All requests for absences for Union business shall be in writing. All such requests not in compliance with the notice requirement will be given consideration at the Company's sole discretion.

3. In meetings with the Company, no employee shall be paid unless the meeting is initiated at the Company's request. Meetings called to discuss joint Company and Union issues such as contract interpretation, labor relations, Third Step Grievances and Retirement Committee Meetings will be considered as meetings for the mutual benefit of the parties and the employee is due pay only if he is scheduled to work the hours during which the meeting is held. In no event is the employee to be paid overtime for such meetings.

4. In meetings initiated by the Company such as safety meetings, First or Second Step Grievance Meetings, disciplinary meetings, or other employer/employee relation meetings, the employee(s) will be paid the appropriate regular or overtime rate.

5. If an employee is subpoenaed by the Company for arbitration or other legal proceeding, the Company, at its discretion, will work with the employee to see that his presence in conjunction with his work schedule is not an undue burden on the employee. The employee subpoenaed on his off days, at the Company's discretion, will be given either compensatory time off (hour-for-hour) or be paid the appropriate

rate. The subpoenaed employee will be reimbursed at the appropriate rate for necessary mileage traveled.

6. Any one employee of the Company within the scope of this Agreement who is elected to an office in the Union, or is appointed to an office in the Union requiring his absence from duty with the Company, may be granted a leave of absence for a period not to exceed three years and 30 calendar days, and shall continue to accumulate seniority with the Company throughout such leave of absence. An additional leave of absence will be granted thereafter for each succeeding term of elective or appointive office. During such period of leave of absence, such employee shall accrue no vacation or sick leave credit. During such leave of absence, the employee may participate in the Disability Insurance Plan, the Medical and Dental Insurance Plans, the Group Life Insurance Plan, the Savings Plan, and the Retirement Plan, as available to regular employees of the Company, except that the total premium costs shall be paid by the Union to the Company. Premium costs, to the extent they are based on hourly wage rate, are based upon the hourly wage rate for the most recent job classification the employee held at the time such leave of absence began. Any such employee shall, upon termination of such leave of absence and upon return to duty, be reinstated in his former position, including his seniority and rights, after a reasonable training period, provided he is physically able to perform the duties of the position. It is understood and agreed that in case of return of such an employee to duty with the Company, other employees will consent to such displacement or layoff as is necessary to make room for him. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other courses of action or liability that may arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions set out in this Paragraph.

#### **SECTION 10. UNION MEMBERSHIP REQUIREMENT**

1. All new employees covered under this Agreement shall arrange with the Union for membership therein after the 30th day of employment as a condition of employment. Employees that are members of the Union shall maintain their membership.

2. Should a member become delinquent in the payment of his Union Dues, the employee is no longer a member in good standing and the employee will be a suspended member. The Union will serve on the employee a Final Payment Notice which will specify the deadline for payment of the dues.

3. Should the dues not be paid in accordance with the Notice, the Union will request that the employee be terminated.

4. The Company agrees to deduct, upon receipt of a signed VOLUNTARY DUES CHECK-OFF AUTHORIZATION FORM, Union Dues from the pay of each employee. The amount to be deducted will be the amount specified by the Union Bylaws and such amount (including increases and decreases) shall be certified to the Company by the Union.

5. Union Dues will be deducted from the employee's pay only after all other payroll deductions have been taken. If there is not sufficient pay available to deduct dues, the dues shall be deducted in a subsequent paycheck. Should an employee be on an extended leave which prevents sufficient dues from being collected through payroll deductions, it shall be the employee's responsibility to pay his uncollected Union Dues directly to the Union for the extended leave period.

6. Voluntary Dues Check-Off Authorization shall automatically be renewable on each anniversary date of the existing collective bargaining agreement between the Company and the Union. Any member may revoke his Voluntary Dues Check-Off Authorization provided written notice is given to the Company and the Union. Such written notice shall only be accepted during the period of May 1 and May 20 of each calendar year and such request for revocation shall become effective the first pay period of June.

7. The Company shall forward the deducted Union Dues by check, accompanied by a report listing the employees alphabetically, to the Union no later than the last day of the calendar month following the

month in which they are deducted, except for the following months of:

- a) August, which is due by September 15,
- b) November, which is due by December 15,
- c) February, which is due by March 15, and
- d) May, which is due by June 15.

8. An employee who does not authorize Union Dues deductions shall be responsible for payment of his Union Dues directly to the Union.

9. Authorized dues deductions are solely for Union Dues and shall not include new member "initiation fees" or "fines" levied by the Union against a member. It shall be the responsibility of the new or existing employee to contact the Union to determine and comply with such Union fees to maintain the employee in good standing with the Union. The dues deduction shall be terminated for any employee who terminates his employment or transfers out of the bargaining unit.

10. The Company assumes no responsibility of any kind in connection with dues deductions other than to remit to the Union the amount deducted by the Company. The Union agrees to indemnify and hold the Company harmless against any and all claims, demands, suits, or other courses of action or liability that may arise out of or by reason of action taken or not taken by the Company for the purposes of complying with any of the provisions set out in this Section.

## **SECTION 11. GRIEVANCE PROCEDURE**

1. Any dispute which the Union or the employees in the bargaining unit may have regarding the Company's interpretation or application of the Agreement shall constitute a grievance and shall be processed in the following manner.

**STEP ONE:** Before submitting a written grievance, the employee shall first orally discuss the problem with his supervisor. In the event the grievance is not settled by his immediate supervisor, the employee shall reduce the grievance to writing, signed by the aggrieved employee and stating the provision(s) in this Agreement that the employee claims has been violated and, within seven days from the occurrence of the event giving rise to the grievance, submit it to his immediate supervisor. The employee may seek assistance in the preparation of his grievance from his steward on their own time, including their lunch and break time. The supervisor within seven days shall give his answer.

**STEP TWO:** If the grievance is not resolved in Step One, the chief steward within seven days may submit the grievance to the Manager of Transmission or his designee, who shall answer the grievance in seven days.

**STEP THREE:** If the grievance is not resolved in Step Two, the chief steward, within seven days shall submit the written grievance to a panel of Union and Company representatives for settlement. Union and Company representatives consisting of the Union's Business Manager, Chief Steward, the Company's Human Resources Representative, Manager of Transmission, and Vice President if necessary, will meet quarterly at ET&S or another mutually agreeable location to discuss Third Step Grievances. If no settlement is agreed upon by the panel within 30 days of submission to Step Three, the grievance may be submitted to arbitration. An International Representative of the



IBEW may be present at this step to assist the Union.

2. Any grievance upon which an answer is not made by the Company within the time limits prescribed, or any extension which may have been agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for the answer expired. Any grievance not carried to the next step by the Union within the prescribed time limits, or such extension which may have been agreed to by the Company, shall be automatically settled upon the basis of the Company's last decision. The above time limits may be extended by mutual agreement between the parties.

3. A grievance involving discharge will commence at Step Three of the grievance procedure. A grievance from a discharged employee will be submitted to the Company Human Resources Department located at 201 Third Street, Henderson, Kentucky 42420.

4. All grievances must be presented in writing within seven days after the occurrence of the event giving rise to the grievance; otherwise, it shall not be entitled to consideration.

5. In computing any period of time in the Grievance and Arbitration Procedure, all Saturdays, Sundays and recognized holidays shall be excluded.

## **SECTION 12. ARBITRATION**

1. The Union may request arbitration of a grievance unsettled at the last step of the grievance procedure and submit the grievance to a final and binding arbitration by serving a written demand for arbitration upon the Company within 15 days from the date of the last meeting in Step Three of the grievance procedure. If the parties are unable to select an arbitrator by mutual agreement, the Union shall initiate the Joint Request for Arbitration Panel form as required by the Federal Mediation and Conciliation Service.

2. The Federal Mediation and Conciliation Service will submit a list or lists of seven arbitrators. The Union shall strike from the list one name, the Company shall strike one of the remaining six names, the Union the fifth name, the Company the fourth name, and so on until the last remaining name shall be the Arbitrator.

3. The fee and expenses of the Arbitrator shall be borne by the party that is the loser in the arbitration award. In an event that the award declared by the Arbitrator is determined to be a split decision, the fees and expenses of the Arbitrator shall be shared equally by the Company and the Union. Each party shall assume any expenses in presenting its own case.

4. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement or any Agreement made supplementary hereto, nor to rule on any matter arbitrable under this Agreement except while this Agreement is in full force and effect between the parties.

5. Claims against the Company will not be accepted for consideration which cover a period of more than 30 days prior to the date the grievance was first filed in writing. In such cases, retroactive claims and awards therefore shall be limited to a period of 30 days prior to the date the claim was first filed in writing.

6. No more than one grievance may be submitted to or be under review by any one arbitrator at any time unless by prior mutual written agreement of the parties.

## **SECTION 13. PROBATIONARY EMPLOYEES**

1. All employees, from their last date of hire, will be on probation for the first 180 calendar days of their regular full-time employment during which time they will be termed probationary employees.

2. When a non-bargaining unit employee transfers to a job within the bargaining unit he must, as a condition of continued employment, satisfactorily complete his full probationary period as defined within this Section. In addition he shall be entitled to the following:

- a) To use his accumulated continuous Company seniority to satisfy the eligibility requirements for all benefit programs provided by this Agreement.
- b) To use his accumulated continuous Company seniority for accrual of vacation and retirement benefits. Such an employee shall be assigned a new bargaining unit seniority date effective the first day of transfer to the bargaining unit and this date shall be the basis within the bargaining unit for job bidding, vacation preference, and layoff determination.

3. Probationary employees' service with the Company may be terminated at any time by the Company in its sole discretion, without recourse to a grievance and arbitration procedure.

4. Probationary employees are entitled to medical insurance, dental insurance, life insurance, workers' compensation and military duty leave on the first day of full-time employment as expressed under the specific provisions of this Agreement and the plan documents.

5. Probationary employees accrue vacation and sick days, but they are not entitled to such benefits until the probation period is successfully completed as set forth above, and entitlement to such benefits are further governed by the specific provisions of the Vacation and Sick Leave Pay sections of this Agreement.

6. Probationary employees become eligible for long term disability coverage when they satisfactorily complete the following:

- a) Three consecutive months of regular full-time employment without a continuous absence as defined within this Section.
- b) Must be at work on the final day of the three months eligibility period, or the coverage will not start until the employee returns to regular full-time work.
- c) Three months of continuous disability resulting from a medically approved physical or mental condition.

Entitlement to long term disability coverage is further governed as expressed under the specific provisions of this Agreement and the plan document.

7. A probationary employee does not have job bid rights. However, he may submit a Request for Transfer. Probationary employees are not entitled to compensation for funeral leave, jury duty, educational benefits or holidays until the probationary period is successfully completed as set forth above. However, probationary employees will receive pay at the rate of time and one-half their regular straight-time rate for all hours worked on a day observed as a holiday by the terms of this Agreement. The overtime pay provisions that apply to a seniority employee shall also apply to a probationary employee.

8. Once an employee has successfully completed his full probation period as set forth above, he becomes a seniority employee.

#### **SECTION 14. SENIORITY**

1. Seniority is defined as an employee's length of continuous regular full-time service from his last date of hire, except that a new employee shall be on probation for the first 180 calendar days of his employment as set forth in the Probationary Employees section of this Agreement.

2. The term seniority as used in this Agreement will be construed to mean departmental seniority, Company seniority or bargaining unit seniority. The definition of each is as follows:

- a) Departmental seniority shall be measured from the date an employee is assigned to a job classification within an established line of progression. An employee shall not have seniority in more than one department at any one time. In determining seniority the parties agree that seniority by department shall govern unless otherwise specifically expressed.
- b) Company seniority is measured from the date an employee is last hired for a continuous regular full-time employment with the Company.
- c) Bargaining unit seniority is measured in the same manner as Company seniority, except that employees who transfer from a non-bargaining unit position to a bargaining unit position after April 22, 1984, will not transfer their years of service earned as a Company non-bargaining unit employee.

3. When an employee is permanently transferred from one department to another, he shall retain his departmental seniority in his original department for a period of 120 calendar days after the effective date of transfer. Thereafter, he shall cease to hold seniority in his previous department. During the 120 day period he shall not have seniority status in the new department, and at the end of this period the 120 days shall be credited to him in his new department. An employee does not have bid rights during this 120 day period.

4. An employee's seniority shall terminate if:

- a) The employee quits.
- b) The employee is discharged.
- c) The employee fails to return to work or to supply a satisfactory reason for not doing so within the time limits prescribed in the Layoff, Displacement, and Recall section, which shall result in termination of employment.
- d) The employee is absent from work for three consecutive working days without notification to the Company. However, it is the employee's responsibility to notify the Company on each day of any absence, unless an absence in excess of one day is authorized by the Company.
- e) The employee overstays a leave of absence or a vacation without authorization.
- f) The employee gives a false reason for leave of absence or engages in other employment during such leave.
- g) A settlement with the employee has been made for total disability.
- h) The employee is retired.
- i) An employee with less than five years of bargaining unit seniority is laid off for a continuous period of one year or an employee with five or more years of bargaining unit seniority is laid off for a continuous period of two years. Any employee with less than one year of bargaining unit seniority will be protected only by the actual amount of bargaining unit seniority accrued at the time of layoff. The employee's seniority shall continue to accrue during these layoff protection periods.

5. Employees who are transferred in or out of the bargaining unit shall accrue and maintain their seniority as of their original starting date. Any employee transferred back into the bargaining unit shall

exercise his departmental seniority, but in no event will he bump back into a higher classification than he previously held. If an employee is transferred out of the bargaining unit for a period in excess of one year, he shall forfeit all previous departmental and bargaining unit seniority.

6. Seniority lists will be posted in January of each year and a copy will be forwarded to the chief steward and to the Union's Business Manager. The chief steward may request an additional seniority list twice a year from the Human Resources Department.

## **SECTION 15. LAYOFF, DISPLACEMENT, AND RECALL**

1. In the event it becomes necessary to decrease the number of employees in a classification within a department, such displacement and layoff shall be in accordance with the employee's departmental seniority. The least senior employee within the classification affected shall be displaced first. Any employee faced with displacement or layoff shall have the opportunity to exercise his departmental seniority to displace the least senior employee in the same classification or in the next lower classification in the same line of progression, as outlined in Section 39. Any employee completely displaced out of his department shall have the opportunity to exercise his bargaining unit seniority to displace the least senior laborer in ET&S, or request a "voluntary layoff." If he is unable to displace a laborer, he shall be laid off.

2. The selection of the above options must be made in advance and shall be binding throughout the displacement or layoff period. Employees in the department(s) affected shall be given a 14 calendar day notice of the Company's plans to reduce the workforce. Such notice to the department(s) shall serve as the official notice to the classification(s) initially affected by the workforce reduction. The Company shall distribute at the time of the departmental notice a Workforce Reduction Option Form to each employee in the classification first impacted by the displacement or layoff. The form must be completed and returned to supervision no later than the end of the 10th calendar day of the 14 calendar day notice period. Upon receipt of the Workforce Reduction Option Form the Company may initiate the displacement or layoff process with the initial employee transfer or layoff not occurring until the completion of the 14 calendar day notice. Employees affected by subsequent displacements or layoffs must be given a Workforce Reduction Option Form that must be completed and returned to supervision within 48 hours of receipt of the notice. Any employee who fails to return the option form on time may only exercise his bargaining unit seniority to displace the least senior laborer, and if unable to displace a laborer, he shall be laid off.

3. Any employee displaced as a result of the above workforce reduction may, in turn, exercise his departmental seniority to secure other positions within his line of progression and to exercise his bargaining unit seniority to secure a laborer position, in accordance with his options as selected before the workforce reduction.

4. At the time of workforce reduction, the displaced or laid off employee cannot bump upward to higher rated classifications.

5. An employee displaced to other classifications within his line of progression shall be given a period of 10 working days to train and demonstrate his ability to adequately perform the work required. This demonstration period may be extended an additional 10 working days if the Company feels the employee is showing progress. The employee and the chief steward will be given written notice of all extensions granted by the Company.

6. Any employee determined by the Company to be unable to adequately perform the work required at the completion of the demonstration period must exercise his departmental seniority in accordance with the options selected prior to the workforce reduction to displace the least senior employee in the next lower classification in the same line of progression. If this removes him from his department, he may exercise his bargaining unit seniority in accordance with the options selected prior to the workforce reduction to displace the least senior laborer. Any employee who moves to a lower classification as a result of his unsuccessful

demonstration period will lose his recall rights to the higher classification, except in his original department.

7. In the event a displacement or layoff becomes necessary, the Company will ensure the affected employee of the following "notice" and "recall" rights to the classification held prior to the workforce adjustment:

- a) Give the employees affected and the Union a notice of any displacement or layoff as specified in Paragraph 2 of this Section.
- b) Displaced or laid off employees have recall rights to the classification held prior to the workforce adjustment for the following time frames:
  - 1) Employees who have completed their probation period but have less than one year of bargaining unit seniority shall have recall rights extended for a period of time equal to the employee's bargaining unit seniority.
  - 2) Employees who have one or more years of bargaining unit seniority but less than five years shall have recall rights extended for a period of one year.
  - 3) Employees who have five or more years of bargaining unit seniority shall have their recall rights extended for a period of two years.

8. In the event an employee is laid off, his group dental, medical, and personal life insurance coverage is paid to the end of the month of the layoff plus one more month. Thereafter, the employee may pay the full premium of such group insurance coverage commencing with the actual date of layoff, not to exceed the time frame set out in Paragraph 7.b) above.

9. Accrual of vacation and sick leave benefits shall cease effective with the date of layoff.

10. When there is a restoration of the workforce, the Company subscribes to the principle of "last out, first in." In any case, the Company will recall displaced and laid off employees by applying in inverse order the guidelines used to displace and layoff employees, and in accordance with the options the employee selected. Recalled employees shall be given a demonstration period, as set forth above. Should the employee be determined by the Company to be unable to adequately perform the work during the demonstration period, he shall exercise his departmental or bargaining unit seniority, as set forth in Paragraph 1 of this Section.

11. A displaced or laid off employee who elected to exercise his departmental seniority within his line of progression must, without exception, return to any job within his line of progression, up to and including the highest job he held on a permanent basis prior to the workforce reduction, and to any laborer classification within ET&S. Refusal will result in the employee being terminated.

12. A job vacancy will not be posted until all former displaced and laid off seniority employees, who have a recall right to the vacant job, have either accepted or rejected a recall to fill the vacancy.

13. Employees recalled from layoff shall be given notice by registered or certified mail to the employee's last known address on file in the Human Resources Department. The laid off employee has three days after receiving notice of recall from the Company to notify the Company of his intention to return to work and five days to actually return. A copy of the notice will also be forwarded to the Union's Business Manager. Failure by an employee to return to work or to supply a satisfactory reason for not doing so within the time limits prescribed, shall result in termination of employment.

14. Each laid off employee shall keep the Human Resources Department advised of his correct mailing address and telephone number.

15. A displaced or laid off employee may submit Job Bids in response to posted job vacancies regardless of any previous loss of job bid rights. He may also submit Requests for Transfer under the provisions of Paragraphs 6 and 7 of the Job Bids and Requests for Transfer section of this Agreement. Any displaced or laid off employee who has a successful Job Bid or Request for Transfer, waives all recall rights, as set forth in this Section.

16. It shall be the responsibility of each laid off employee to keep in touch with the Company concerning his interest in specific posted job vacancies.

17. A laid off employee may choose to waive a return-to-work call for a temporary laborer position. If refused, no additional offers for such temporary work will be made during the duration of the layoff.

18. In the event it becomes necessary to decrease the number of employees in any of the five journeyman departments (equipment maintenance, substations, metering, lines, and communications), the displacement and layoff provisions listed in this Section shall apply except for the following:

- a) The senior journeyman and journeyman classifications in such affected department shall be combined as one unit and the employee's departmental seniority shall be the determining factor for the order of displacement, layoff, or recall.
- b) The "least senior" employee in the affected "combined unit" shall be displaced or laid off first.

#### **SECTION 16. CONTRACTING OUT WORK**

1. The Company agrees that it will not contract out any work if the effect of such contracted work will cause layoffs to any seniority employee.

#### **SECTION 17. JOB BIDS AND REQUESTS FOR TRANSFER**

1. If a vacancy occurs in a permanent position or if a new job is established or if the workforce is expanded in any of the established lines of progression, and the Company decides to fill such opening, the Company shall post a job vacancy for a period of seven calendar days. All Job Bids and Requests for Transfer must be submitted during the seven calendar day posting period. A detailed listing of the employee's previous education, training and experience must be listed on the Job Bid or Request for Transfer form.

2. Employees in STEP RATE PROGRESSION have bid rights upward to vacancies within their line of progression and a transfer right to vacancies in other lines of progression. They may also submit Requests for Transfer in accordance with Paragraphs 6 and 7 of this Section.

3. An employee on sick leave shall be eligible to bid on a job posting if he provides documented evidence that he will return to work within 10 calendar days from the expiration date of the job posting.

4. The Company will review the Job Bids in the following order:

- a) The employee with the most departmental seniority in the established line of progression shall be the successful bidder if he has sufficient qualifications to perform the job.
- b) The laborer with the most bargaining unit seniority shall be the successful bidder if he has sufficient qualifications to perform the job.

5. The employee selected for the posted job shall be given a period up to 20 working days to train and

demonstrate his ability to adequately perform the work required, and the Company may assign the employee to all (or the Company may simulate) tasks performed by the higher classification. This demonstration period may be extended an additional 20 working days if the Company feels the employee is showing progress. The employee and the chief steward will be given written notice of all extensions granted by the Company. Should the employee be determined by the Company to be unsuitable during the demonstration period, he shall be returned to his former position without loss of departmental seniority. An employee may have only one successful bid in any one year.

6. In the event no one is selected from among the eligible bidders, the Company will review each Request for Transfer submitted as a result of the posted job vacancy before hiring from other sources. The Company will review those Requests for Transfer in the following order:

- a) Those Requests for Transfer that involve promotion or lateral moves leading to promotion in another line of progression. Employees shall have a transfer right provided they have sufficient qualifications and the employee selected has not been the successful bidder to a job in the past year, or has not been granted a Request for Transfer to another department in the past five years. In the event there are multiple requests that meet at least the sufficient qualification requirement, the Company has the right to select the most qualified employee. If two or more of these qualified employees are equally qualified, then bargaining unit seniority shall prevail. The employee selected for the posted job shall be given a demonstration period, as set forth above. The employee who is allowed to transfer under the provisions of this Paragraph shall not be eligible for job bidding for one year from the date of transfer.
- b) Last in the order of consideration, in the Company's sole discretion, will be all other Requests for Transfer, provided the employee has not been a successful bidder to a job in the past year, or has not been granted a Request for Transfer to another department in the past five years. The employee selected for the posted job shall be given a demonstration period, as set forth above. The employee who is allowed to transfer under the provisions of this Paragraph shall not be eligible for job bidding for one year from the date of transfer.

7. The Company may authorize a Request for Transfer from an employee who has a physical or medical condition that keeps him from continuing to perform his regular duties. Such requests will be closely scrutinized and will be acted upon based on the employee's prior work record, preservation of departmental skills and efficiency, merits, and circumstances of each individual case. In the event of multiple requests and all of the above factors are equal, bargaining unit seniority shall prevail. An employee who is granted such a request will go to the top step rate of the lower classification if the employee is moved downward in his line of progression. An employee who is allowed to move to another job classification in another line of progression shall enter at the first step rate unless, in the determination of the Company, the employee's previous experience and qualifications warrant a higher step rate. Requirements for such requests are:

- a) They must be made in writing in response to a posted vacancy, accompanied by written documentation that verifies the extent of the condition. Such placement may or may not be in the employee's line of progression, or in the same Labor Grade; in any event, it will not be to a classification in a higher Labor Grade. In addition, such placement shall not be subject to the other job bid and requests for transfer provisions of this Section, provided the employee with the physical or medical condition has more bargaining unit seniority than the employee who would have otherwise received the job. The employee who is allowed a transfer under the provisions of this Paragraph shall not be eligible for job bidding for two years from the date of transfer.
- b) This provision in no way obligates the Company to create a position to accommodate such requests.

## SECTION 18. TEMPORARY AND PERMANENT TRANSFERS

1. In order to fully utilize the Company's workforce during workload fluctuations between departments, the Company will make temporary transfers from one department to another as needed. The total duration of all such transfers in any one calendar year for any one employee shall not exceed six months.

2. The Company will determine when an employee is far enough along in his training to qualify for work in a temporary upgrade position. When an employee is temporarily upgraded and performs the tasks normally assigned to the higher rated classification for two hours or more, he will receive the first step rate of pay for that classification for all hours worked in the higher rated classification that day.

3. When an employee is temporarily transferred to a lower rated classification, he will receive his regular rate of pay during such transfer.

4. When it becomes necessary to permanently transfer employees to a lower rated classification (see the Layoff, Displacement, and Recall section of this Agreement), the employees with the least departmental seniority in the affected job classification shall be transferred. In the case of such a transfer from a higher rated classification to a lower rated classification, the employee will continue receiving the higher pay rate for 30 working days. After that, he shall be paid the top step rate of the lower classification. Any transfer determined by the Company to be on a permanent basis will be given in writing to the employee.

## SECTION 19. HOURS, OVERTIME AND PREMIUM PAY

1. The standard workweek is a seven day period beginning at 12:01 a.m. on Sunday and ending at 11:59 p.m. the following Saturday. The work schedule showing the scheduled starting and quitting times and the scheduled days off shall be posted in each department by the end of the first shift Thursday.

2. Time and one-half will be paid for all hours worked by an employee on Saturday, and double time will be paid for all hours worked by an employee on Sunday. Time and one-half shall be paid for all hours worked when working for another utility other than the Company's member cooperatives, except when double time is otherwise required to be paid under this Agreement.

3. The normal workday for employees shall be eight and one-half consecutive hours with a one-half hour intermission for lunch. Employees will be allowed to eat their lunch at approximately the midpoint of the shift. If an employee is required to work through his lunch period he will be paid and he will be given 20 minutes to eat his lunch.

4. The Company will pay, in addition to the employee's base wage rate, a shift differential to employees on shifts that commence as follows:

First Shift      Between the hours 5:00 a.m. and 11:59 a.m. - None

Second Shift    Between the hours 12:00 noon and 7:59 p.m. - 25¢

Third Shift      Between the hours 8:00 p.m. and 4:59 a.m. - 40¢

The appropriate shift premium will be paid for all overtime hours; however, no shift premium will be paid for any vacation pay, sick leave pay, holiday pay, or for any hours not worked.

5. As a public service corporation, the Company must perform its obligations to its customers at all times and in recognition of these obligations the Company shall have the right to require an employee to work overtime. The Company will attempt to arrange such overtime to avoid undue hardship on any employee, and the Company at its discretion will rotate overtime as equitably as possible among the qualified employees in



the department involved.

6. The parties agree that the equitable rotation of overtime shall be on the basis of departmental seniority in classification. Rotation by seniority will be every 28 calendar days. (Refer to Employee Handbook for details of distribution of overtime.)

7. The standard workday is a 24 hour period beginning at 12:01 a.m. and ending 24 hours later. Time and one-half will be paid for all time worked in excess of eight straight-time hours in any one standard workday and for all time worked in excess of 40 straight-time hours in any one standard workweek.

8. The Company may assign all or part of the employees within a department to work a four 10-hour day schedule. If this schedule is used, employees in a department may be assigned to work either Monday through Thursday or Tuesday through Friday, but a department shall not have some employees assigned to work Monday through Thursday and other employees in the department assigned to a Tuesday through Friday workweek.

- a) Overtime on the four 10-hour day schedule will be paid for all time worked in excess of 10 straight-time hours in any one day and for all time worked in excess of 40 straight-time hours in any one week. However, if an employee works on any of his three days off to perform non-emergency work, he shall be paid the appropriate overtime rate for such work, and he shall receive time and one-half for the 9th and 10th hours worked on each of the scheduled four 10-hour days he worked; provided that if the employee volunteers to perform non-emergency work on any of his three days off, he shall not receive time and one-half for the 9th and 10th hours in his four 10-hour day schedule. If an employee is required to work on any of his three days off in an "emergency," he shall receive appropriate overtime pay for the hours worked in those three days, but he will not receive overtime for the 9th and 10th hours worked in any of his scheduled four 10-hour days. An "emergency" is an unexpected interruption of the Company's lines or substation equipment.
- b) Employees assigned to work a four 10-hour day workweek shall receive: 10 hours holiday pay for any holiday that occurs in that workweek; 10 hours personal day pay for any paid personal day taken; 10 hours sick leave pay for any day of accrued sick leave taken; and 10 hours funeral leave pay for any day of funeral leave taken. Employees taking a vacation day in that workweek shall have the option to receive up to 10 hours of vacation pay.

9. An employee shall be paid the appropriate overtime rate for all hours worked outside his scheduled work shift in the standard workday. This includes "hold-overs," "report-ins," and "call-ins" which are defined as follows:

- a) "Hold-over" work shall be work which is a continuation of a scheduled work shift. For hold-over work to apply, an employee shall be notified prior to the end of his scheduled shift. An employee who is held over shall be paid only for the additional hours worked at the appropriate overtime rate.
- b) "Report-in" means that a notice is given to an employee before his scheduled shift ends to return for work at some hour before his next scheduled shift begins. If an employee is given notice to report in and that notice is not cancelled prior to the end of his shift, he will receive no less than one hour's pay at the appropriate overtime rate, even if the scheduled report-in is cancelled after the end of the shift. It is not a report-in when the proper 12 hour notice is given.
- c) "Call-in" is when an employee is called in for emergency work outside his scheduled working hours. Call-ins shall be paid as follows:
  - 1) When an employee is called in for emergency work or is instructed to come in for

emergency work and the hours worked are not continuous with other hours worked, he shall receive no less than four hours pay at the appropriate overtime rate. The employee must do any emergency work assigned to him by the Company in order to be entitled to the call-in pay. It is not a call-in when the proper 12 hour notice is given.

- 2) Anytime an employee is called to work from his home prior to the start of his shift and works into his shift, the employee shall receive a minimum of one hour's pay at the appropriate overtime rate. If the employee is on the premises and is asked to work prior to the start of his shift, he shall be due pay at the appropriate overtime rate.

10. "Scheduled" work is work for which 12 hours or more notice is given to the employee prior to the start of his shift. "Unscheduled" work is work for which less than 12 hours notice is given to the employee prior to the start of his shift.

11. Prearranged schedule changes in the employee's posted work schedule will be work for which 12 hours or more notice has been given. If an employee is not given proper notice, he will receive time and one-half for the first eight hours worked on his new scheduled shift. All scheduled shifts shall be a minimum of four hours.

12. Changes in working hours whereby schedules are extended by the addition of overtime hours immediately preceding or immediately following an employee's scheduled shift will not be considered a schedule change within the meaning of Paragraph 11 of this Section.

13. In order to cancel any scheduled overtime, eight hours notice must be given prior to the start of the employee's shift. If less than eight hours notice is given, the employee will be given the option to work or he will be paid at the appropriate overtime rate for one-half the overtime hours cancelled.

14. When an employee works 16 or more hours in any rolling 24 hour period, he shall be entitled to a 12 hour rest period, commencing immediately following the 16 hour period and lasting 12 consecutive hours thereafter. If a 12 hour rest period is not provided, the employee will receive either of the following:

- a) Be paid at two times the straight-time rate of pay for all hours worked in the 12 hour rest period, or
- b) Be given a rest period at no loss of pay for any hours scheduled in his 12 hour rest period.

15. An employee must work 16 hours in a 24 hour period in order to be entitled to a 12 hour rest period. Pay that is received by an employee for hours not worked, such as personal day, holiday or workers' compensation pay, or the minimum one hour's pay due an employee in "report-in" situations, etc. does not count as time worked for the purpose of satisfying the 16 hour clause.

16. Overtime and premium pay shall not be pyramided, compounded, or paid twice for the same hours worked. All hours for which an employee receives pay shall be considered as time worked for the computation of overtime pay.

17. If an employee is more than 30 minutes tardy, his supervisor may send him home for the balance of that workday, in that event he shall not receive any pay for that day.

## **SECTION 20. MEALS**

1. If an employee is required to work past his scheduled quitting time two or more hours, the employee will be furnished a meal at Company expense and an additional meal at Company expense each four hours thereafter, or six dollars in lieu thereof, as long as he continues to work.

Example: An employee whose schedule is 7:00 a.m. to 3:30 p.m. is required to work until 5:30 p.m. The employee is due a meal. If this employee continues to work until 9:30 p.m., another meal is due.

2. If an employee is called in for unscheduled work two to four hours before his scheduled starting time, the employee will be furnished a meal ("breakfast") at his scheduled starting time at Company expense or six dollars in lieu thereof. Since the intent here is for the employee not to take the time to eat or prepare any meal prior to coming in to work, the Company will furnish the mid-shift ("lunch") meal or six dollars in lieu thereof. If the employee ceases work at his scheduled quitting time, no additional meals will be paid.

Example: a) An employee whose schedule is 7:00 a.m. to 3:30 p.m. is called in for unscheduled work at 4:00 a.m. and works until his scheduled quitting time. The employee is due "breakfast" and "lunch."

Example: b) An employee whose schedule is 7:00 a.m. to 3:30 p.m. is called in for unscheduled work at 5:00 a.m. and continues to work through his schedule until 6:30 p.m. The employee is due three meals "breakfast", "lunch" and "supper".

3. If an employee is called in for unscheduled work more than four hours before his scheduled starting time and works into his scheduled shift, he will be furnished a meal or six dollars in lieu thereof for each full four hour period worked prior to the scheduled starting time of the shift. The employee will also be furnished the mid-shift ("lunch") meal or six dollars in lieu thereof. If the employee ceases work at his scheduled quitting time, no additional meals will be paid.

Example: An employee whose schedule is 7:00 a.m. to 3:30 p.m. is called in for unscheduled work at 1:00 a.m. and continues to work through his scheduled shift. The employee is due a meal at 5:00 a.m. He is also due the mid-shift ("lunch") meal.

4. If an employee is called in for unscheduled work and works over four hours, and the unscheduled work ends prior to the employee's scheduled shift, he shall be furnished a meal or six dollars in lieu thereof for each continuous four hour period worked.

Example: An employee is called in for unscheduled work at 2:00 a.m. and works until 2:00 p.m. He is due a meal at 6:00 a.m., 10:00 a.m., and 2:00 p.m.

5. If an employee is given eight hours or more notice to report to work or if the employee is notified prior to leaving his duty station that he will be held over on his next scheduled shift, he will not be due meals. An employee given sufficient notice of the starting time for hours to be worked, but not given a designated quitting time, will receive meals as set forth in this Section as if no notice was given.

6. In addition to the provisions above, the following shall also apply for meals while the employee is on unscheduled overtime.

- a) An employee whose unscheduled work has continued and he will not arrive at the ET&S office within three hours of his scheduled quitting time shall be entitled to: receive payment in lieu of a meal as set out above; or stop on the way back to the ET&S office and eat a meal at the rate not to exceed 10 dollars and paid time to eat his meal not to exceed 30 minutes.
- b) Time taken to eat (paid and unpaid) will not be used in the calculation toward the next meal due the employee. Time taken to eat beyond 30 minutes will be unpaid. The meal stop shall be used as reimbursement of one meal ticket.
- c) An employee who chooses to stop and eat shall notify the management of the ET&S Department. If the ET&S management cannot be reached, then the employee shall notify the

Energy Control system supervisor of the stop.

- d) If an employee is called in for unscheduled overtime and works six hours or more, and if the unscheduled overtime work ends prior to the employee's scheduled shift, he will be permitted to stop on his way back to the ET&S office to eat a meal, as set out above in Paragraph 6.a).

7. Reimbursement for food purchase receipts or redemption of meal tickets will be monthly and may be paid in cash or by check.

8. The provisions in this Section are in no way intended to provide meals or meal money during "scheduled overtime." The intent of these Paragraphs is to provide the employee with the normal and regular meals that may be missed due to unscheduled work, not to provide additional meals.

## **SECTION 21. SUPERVISORS WORKING**

1. It is understood and agreed that no supervisor or foreman will take the place of any employee and perform production work except in an emergency, or for the purpose of instruction and training, or to assure proper performance of work, to protect Company property, or to ensure safety of employees.

## **SECTION 22. LEAVE OF ABSENCE**

1. By special written request from a seniority employee the Company in its sole discretion may grant a Personal Leave of Absence without pay for a maximum period of 30 days. Credit for Company seniority and employee benefit accrual during the granted Personal Leave of Absence shall not exceed the 30 day maximum.

2. An employee who is unable to work because of illness or injury may be granted a sick leave provided the employee furnishes the Company with a written statement from his physician verifying the sickness or injury. The employee may utilize his accumulated sick leave pay during the sick leave. The Company reserves the right to require a physical examination of the employee, at Company expense by a Company doctor, during any time of an authorized sick leave. If the employee is physically unable to return to his job classification or any other suitable job that he can be fitted by education, training or experience and in accordance with his departmental seniority, the employee will be determined to be eligible for long term disability. The qualifying period for long term disability is three months of continued disability resulting from a medically approved physical or mental condition. During absences covered by an authorized personal or work-related sick leave, credit toward seniority will continue as set forth in Paragraph 4.i) of Section 14. Credit toward other employee benefit accrual will continue for a period up to the employee's accumulated seniority not to exceed one year.

3. An employee who fails to return to work at the termination of his Personal Leave of Absence or sick leave will be treated as a voluntary quit.

4. Upon return to work, an employee shall be reemployed at his former job or at a job in line with his seniority, provided the employee can perform the job without training but receiving adequate instruction, and to a job which carried a rate of pay equal to or as near that of his former job as possible, provided there is such work available.

5. It is the Company's intent that the medical leave provisions shall be consistent with and in full compliance with the FMLA.

## SECTION 23. SICK LEAVE PAY

1. Commencing with the date of employment, all employees on the active payroll shall accumulate sick leave pay at the rate of eight hours at regular (straight-time) rate for each calendar month of continued employment. Accumulated sick leave will be payable only when a seniority employee is absent from and unable to work his scheduled workdays due to non-occupational sickness or injury. In no event will sick leave be paid in excess of sick leave accrued at the time the absence occurs. During the probationary period an employee shall not be eligible for sick leave pay.

2. Although an employee may accrue an unlimited amount of sick leave, in the case of illness or injury he will not be allowed to take more than 13 weeks sick leave in any one continuous period after which he will be eligible to apply for long term disability.

3. Personal illness shall mean an employee being unable to work due to a sickness, or accidental personal injury not arising from participation in outside gainful occupation or unlawful activities and shall specifically exclude injury arising out of or in the course of employment with the Company.

4. The Company reserves the right to have an employee examined by a doctor of its choice concerning the verification or continuation of the employee's illness, injury, or surgery. If an employee is instructed by Management that verification is needed, such verification will be at Company expense and the physician will be designated by the Company. An employee who fails to satisfactorily verify his reason for absence for the entire period or who refuses or fails to submit the verification as instructed, will not be paid and will be subject to discipline.

5. Accumulated sick leave will not be paid to employees leaving for any reason, the employ of the Company.

6. When an employee is unable to report for work due to a sickness or injury as defined above, he must report this fact to his immediate supervisor or other management personnel at the earliest possible time, but in no event later than 15 minutes prior to the scheduled time to commence work, otherwise the employee will receive no sick leave allowance for the day.

7. The Company is aware that there are times when absences and extended leaves associated with personal or work-related sickness or injury are not known in advance. However, when such absences are known in advance, the employee should promptly notify the Company as to the time and date of a physician's appointment. For absences of a longer period of time, the employee should promptly notify the Company as to the beginning date and anticipated duration of the leave. The intent here is to keep the Company informed in advance so that supervision can plan and schedule work in the most efficient manner.

8. Employees receiving sick leave pay under the provisions of this Section shall receive holiday pay in lieu of sick leave pay in the event a holiday falls during such sick leave period.

9. For absences of three or more consecutive workdays, a satisfactory medical doctor's certificate must be presented.

### SICK LEAVE PAY OPTIONS

10. An employee who needs to be absent from work due to a non work-related illness or injury may, at his option, use accumulated sick leave as set out below:

- a) He may receive full sick leave pay at his base wage rate in effect on the day of absence, provided he furnishes the Company with a medical doctor's certificate satisfactorily verifying the need for the absence.

- b) He may receive sick leave pay at 80 percent of his base wage rate in effect on the day of absence without submitting a medical doctor's certificate. This option may be used a maximum of two days per calendar year and for a period not to exceed two consecutive workdays.
- c) In lieu of receiving pay as set forth in a) or b) above, an employee may be absent for up to two consecutive days and elect to receive no pay.

#### SERIOUS ILLNESS OF EMPLOYEE'S SPOUSE OR DEPENDENT CHILD

11. Accumulated sick leave may be utilized by employees when a spouse or dependent child is:

- a) Seriously ill or injured,
- b) In the hospital or having out-patient surgery or treatment,
- c) Recovering at home from an illness, injury, or surgery.

12. In all absences associated with the spouse or dependent child, the employee must present a written medical doctor's certificate satisfactorily verifying the need for the employee's presence, the nature of the relative's illness, injury, or surgery and the starting and ending dates of the absence. An employee who fails to satisfactorily verify his reason for absence, or who refuses or fails to submit the verification as instructed, will not be paid and will be subject to discipline.

13. The maximum utilization of accumulated sick leave for incidents of serious illness, injury, or surgery to the employee's spouse or dependent child shall not exceed five days [40 straight-time hours] in any calendar year. In the event a serious illness, injury, or surgery to the employee's spouse or dependent child requires the employee to be absent from work for more than 15 scheduled straight-time workdays during a calendar year, the employee may utilize his accumulated sick leave to cover absences beginning with the 16th day. A doctor's statement is required which satisfactorily verifies the need for such long term absence.

#### PARTIAL SICK DAY ABSENCES

14. Employees may use accumulated sick leave for partial sick day absences for legitimate medical reasons, provided that all provisions set out below are met:

- a) Accumulated sick leave may be used in increments, subject to the employee's discretion, of up to four full straight-time hours (five full straight-time hours if on a four 10-hour day schedule). Partial sick day absence may be used for personal illness or off-the-job injury, or for medical and dental appointments of the employee and eligible dependents.
- b) To receive pay for a partial sick day absence, an employee must give at least 16 hours notice of the absence prior to the starting time of his scheduled straight-time shift, and present upon return to work a medical doctor's certificate verifying the illness or injury.
- c) If an employee becomes sick while at work and must leave work the notice requirement will be waived, and the employee will be compensated for the full period of sick day absence. The medical doctor's certificate verifying the reason for absence is also waived unless the employee is instructed before leaving work that verification of his partial day absence is needed.
- d) Each partial sick day absence will be charged one-half of an occurrence under the Company's Absenteeism and Tardiness Control Policy.

#### SECTION 24. WORKERS' COMPENSATION PAY

1. A regular full-time employee who is absent from work because of an industrial illness or injury

shall have his lost wages reimbursed at a rate of 75%, commencing on the fourth consecutive full working day of the absence. Pay will be computed at the employee's base straight-time rate in effect at the onset of the illness or injury, on the basis of his 40 hour workweek, and exclusive of shift premium or any other premium pay.

2. The 75% reimbursement program remains effective for a maximum of 13 weeks, provided the employee remains on a verifiable work-related disability. Thereafter, the maximum reimbursement due an employee off on a verifiable extended work-related illness or injury shall be a maximum of 66 2/3% of the employee's base straight-time rate in effect at the onset of the illness or injury. The 66 2/3% maximum benefit is paid jointly under the terms and conditions of Workers' Compensation and the Long Term Disability Policy.

3. If an illness or injury occurs on the job, the Company must be notified immediately and the illness or injury must be verified by a medical doctor's certificate.

4. If an employee is absent for eight or more consecutive working days for an industrial illness or injury, he shall be compensated as set forth above, for the first three working days of the absence.

5. This benefit will continue as long as the employee remains disabled and eligible for Workers' Compensation from the insurance carrier. Thereafter, additional benefits are payable under the terms and conditions as set forth in the Long Term Disability Policy.

6. Successive disabilities separated by less than 10 consecutive working days of regular full-time work will be considered as the same disability, unless the subsequent disability is due to a different cause.

7. An employee shall not lose any straight-time pay for a partial day absence due to an industrial illness or injury.

8. An employee who fails to return to work at the termination of his Workers' Compensation leave will be treated as a voluntary quit.

9. The Company reserves the right to have an employee examined by a doctor of its choice concerning the verification or continuation of a work-related illness or injury.

## **SECTION 25. PERSONAL DAY PAY**

1. Each seniority employee on the active payroll shall have two personal days each calendar year. The employee will be paid eight hours (10 hours if on a four 10-hour day schedule) at his straight-time rate in effect on the date a personal day is taken.

2. The absence for a paid personal day shall be a non-chargeable occurrence under the Company's Absenteeism and Tardiness Control Policy.

3. When an employee needs to take a personal day, he should report this fact to his immediate supervisor or other management personnel at the earliest possible time, but in no event later than 15 minutes prior to the scheduled time to commence work, otherwise the employee will receive no pay for the day and the absence becomes a chargeable occurrence.

4. An unused personal day cannot be carried over to the next calendar year. For any personal day not taken by December 31, the employee shall receive eight hours pay (10 hours if on a four 10-hour day schedule) at his straight-time rate in effect on that date. An employee can choose to take a cash-out of his personal day(s) before December 31.

5. Paid personal days may be taken up to and including December 31. However, a paid personal day

cannot be taken on a Saturday, Sunday, or a holiday. (A personal day is not a holiday.) If an employee decides to take a personal day after November 30, he must schedule it in advance during the time period between November 1 and November 15. The cash-out received for an unused personal day does not count toward overtime.

6. A probationary employee is entitled to the paid personal days if he completes his probation period prior to December 30. If he completes his probation period on December 30, he is entitled to take or cash-out one personal day. He is not entitled to a paid personal day if he completes his probation period on December 31.

## **SECTION 26. FUNERAL LEAVE**

1. In the event of a death in the employee's immediate family, the employee will be granted four consecutive calendar days off without loss of pay from the straight-time workdays he would have worked, provided one of the days absent is the day of the funeral.

The immediate family is defined as:

- a) spouse
- b) parent or stepparent (funeral leave is available to the employee for one mother and one father during employment with the Company)
- c) spouse's parent or stepparent (the limitation as set out for the employee's parent shall also apply)
- d) employee's brother, sister, half-brother, or half-sister
- e) employee's children or the children of the spouse, provided they are stepchildren who live or who have lived in the employee's home in a normal parent/child relationship

2. In case of a death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, son-in-law or daughter-in-law, the employee will be granted three consecutive calendar days off without loss of pay from the straight-time workdays he would have worked, provided one of the days absent is the day of the funeral.

3. In case of a death of a stepchild not related to the employee's current spouse, the employee will be granted one day off without loss of pay from the straight-time workday he would have worked provided:

- a) the day absent is the day of the funeral, and
- b) the stepchild lives or has lived in the employee's home in a normal parent/child relationship.

4. It is an employee's option when he starts his funeral leave, provided one of the days is the day of the funeral, and provided he gives advance notice to supervision of his days of absence.

5. An employee will receive eight hours straight-time pay (10 hours if on a four 10-hour day schedule) for each funeral leave day that is a scheduled straight-time workday. In addition, if he is scheduled to work on a Saturday or Sunday, the employee will be allowed off for funeral leave, without pay.

6. The funeral leave benefit in all cases is contingent upon the honest reporting of the relative that has passed away and the employee's attendance at the funeral.

7. Only those step-relatives specifically identified above are covered by funeral leave.



## **SECTION 27. JURY DUTY**

1. Employees serving on jury duty shall not lose straight-time pay (exclusive of shift premium) on that account.

2. An employee who is required to report for jury duty before noon shall, upon request and notification to his supervisor, be excused from reporting for work prior to reporting for jury duty and shall be required to return to work only if released from jury duty at, or prior to, the expiration of four hours from his scheduled starting time (five hours from his starting time if on a four 10-hour day schedule).

3. An employee subpoenaed to testify and who testifies in a civil or criminal judicial proceeding not involving the employee, his family, or any interest of the employee, will suffer no reduction in straight-time pay for time lost in testifying, and will be paid the difference between money received for honoring the subpoena and normal straight-time earnings, exclusive of shift premium, provided the employee provides prompt notice of his receipt of the subpoena.

4. The Company may require for each day, in such form as it deems necessary to the conduct and administration of this provision, evidence of the employee's requirement to report for jury duty, or to honor a subpoena, proof of attendance, time of reporting, time of release and amounts received as compensation.

## **SECTION 28. HEALTH AND SAFETY**

1. A physical examination is required before hiring and may be required during an employee's employment at the discretion of the Company.

2. The Company will continue its present practice in regard to maintenance of proper housekeeping, safety equipment, sanitary health and safety protection for all employees.

3. The Union and the employees agree to cooperate fully with the Company in order to promote safety in all work locations by the observance of all safety regulations and by performing their work in a safe and careful manner, at all times. Employees will promptly report unsafe conditions or defective equipment to their supervisor. There will be safety meetings and copies of the meeting minutes will be forwarded to the Union's Business Manager. The chief steward will be the safety representative and will meet with the Manager of Transmission, or his designee, once a month for the discussion of safe work practices and conditions.

4. In case of a work-related injury, regardless of how small, the employee must notify his supervisor. In case of a work-related injury that results in lost time from work or requires medical treatment other than first aid, the employee must complete the Employer's First Report of Injury as required by OSHA. Copies of the Employer's First Report of Injury will be forwarded to the Union's Business Manager.

5. The Company shall distribute to all employees a Safety Manual for their guidance and instruction as to safe work practices. Every employee shall become familiar with the rules of the Safety Manual as they apply to his work activities. While the rules of the Safety Manual will cover as many working situations as possible, it should be understood that it is impossible for the manual to cover all situations. The Company will, when it is necessary, establish additional safety rules and regulations which will be distributed to all employees. The Company will forward to the Union's Business Manager advance notice of any new safety rules.

6. In conjunction with 49CFR (Code of Federal Regulations) 391.41 through 391.49, the Company will pay for all testing and licensing expenses associated with employees obtaining and retaining a DOT (Department of Transportation) Operators License.

7. The Company will reimburse each employee \$75.00 for safety shoes once a calendar year. Steel toed caps for shoes will not be acceptable. The Company will also reimburse \$75.00, once a calendar year, towards the purchase of lineman's climbing boots for any employee whose work for the Company necessitates the purchase of such boots. Receipt of purchase is required for any reimbursement under this Paragraph. Employees shall have the option to combine two calendar years for a single purchase (four years if for lineman's boots). The employee shall declare his option when the receipt is submitted.

8. The Company will furnish the uniforms to be provided in the Company's clothing policy regarding exposure to energized circuits. The Company will also furnish T-shirts bearing the Company logo that comply with the policy. The T-shirts are to be laundered by the employee. The clothing furnished by the Company under this provision is required to be worn by the employee, except he can choose to wear the T-shirt without the uniform shirt when and where allowed in the clothing policy.

## **SECTION 29. EMERGENCY RESCUE TEAM**

1. All Emergency Rescue Team (ERT) members shall meet and maintain the required physical standards set out in the Company's Emergency Rescue Team Policy. ERT members will be expected to respond to hazardous chemical spill and confined space emergencies where employees are in need of being rescued.

2. The ERT shall be staffed on a volunteer basis.

3. The Company shall provide training for rescue team members as stated below:

a) Three days of initial training for employees joining the rescue team.

b) Eight hours of training which includes at least one drill per year for each ERT member.

c) Any additional training required by ERT members to acquire or maintain skills sufficient to perform emergency rescues or training required to acquaint ERT members with new equipment will be conducted on an as needed basis, as determined by the corporate safety administrator.

4. Injuries that result from an ERT member's rescue efforts, while at work, are covered by Workers' Compensation.

5. All volunteers for the ERT will be accepted on the basis of bargaining unit seniority. However, employees who hold positions outside of the Company at the time they volunteer such as volunteer firemen, policemen, emergency medical technicians, etc. will be given priority selection. The selection process for this group will also be based on bargaining unit seniority.

6. Employees who volunteer for the ERT shall do so with the understanding that they must remain on the ERT for a minimum of one year. It is understood by the parties that an employee who has an unknown medical condition may volunteer and be accepted into the ERT. Upon discovery of a condition that disqualifies an employee from being an ERT member, the employee shall be allowed to exit the ERT without completing the one year minimum service requirement.

7. Employees interested in withdrawing from the rescue team may do so after the minimum one year of enrollment, provided 60 calendar days written notice is submitted to the Company.

8. ERT members shall be identified by either a special hard hat or insignia.

9. Employees selected for the ERT who have passed the physical examination required to be an ERT member shall earn additional vacation days, as set out below:

- a) One vacation day will be credited to the employee's vacation account following the successful completion of the initial three days of rescue training. Once credited, this vacation day will be immediately available for use. Thereafter,
- b) Beginning either June 30 or December 31, depending upon when the employee became an ERT member, one additional vacation day will be credited to the employee's vacation account following the completion of six \* months of service.

Example: An employee who completes the rescue training on December 1, 1998, will be credited with one vacation day. Following the completion of six months of service (June 30, 1999) as an ERT member, one additional vacation day will be credited to the employee's vacation account. This process of crediting an employee's vacation account with one vacation day will continue each June 30, and each December 31, provided the employee remains an ERT member.

\*The first time period for earning an additional vacation day typically will be longer than six months. However, the first vacation day earned by joining the ERT offsets this additional time.

- c) Vacation days earned by being an ERT member will be credited to the employee's regular vacation account and may be used or paid to the employee upon termination, resignation, or retirement, according to the Vacations section of this Agreement, except that the vacation day credited under 9.a) above upon completion of the initial three days of training will be immediately available for use.
- d) An ERT member will continue to earn service for the accrual of ERT vacation days while on sick/workers' compensation leave until the employee is placed on long term disability.

10. The Union or the Company may withdraw from this ERT Section in its entirety at the expiration of this Agreement.

**SECTION 30. VACATIONS**

- 1. All employees must be continuously employed on the active payroll as full-time employees, by January 1 of each current year, to receive any vacation pay. The vacation year shall be the calendar year.
- 2. The Company will grant paid vacations in accordance with the following schedule:

| Length of Continuous Service As of January 1 of the vacation year | Hours Paid At Straight-Time                        |
|---|--|
| a) Less than 12 months continuous service                         | 8 hours per full month up to a maximum of 80 hours |
| b) More than one year but less than six years continuous service  | 80 hours   |
| c) After six years continuous service                             | 88 hours   |

|   |           |
|---|-----------|
| d) After seven years continuous service | 96 hours  |
| e) After eight years continuous service | 104 hours |
| f) After nine years continuous service  | 112 hours |
| g) After 10 years continuous service    | 120 hours |
| h) After 11 years continuous service    | 128 hours |
| i) After 12 years continuous service    | 136 hours |
| j) After 13 years continuous service    | 144 hours |
| k) After 14 years continuous service    | 152 hours |
| l) After 15 years continuous service    | 160 hours |

3. "Continuous service" in this Section is defined as time actually spent performing productive work for the Company and does not include time away from work for any cause or reason whatever, except approved leaves of absence or vacations.

4. Employees eligible to receive vacation benefits under this Section, who resign, retire, terminate, or are laid off, shall receive pay in lieu of vacation benefits accumulated to the time of separation on the following basis:

- a) They shall receive pay for one-twelfth (1/12) of the applicable vacation hours earned for each month worked during the current vacation accrual year. The vacation accrual year is the calendar year commencing with each January 1 and ending December 31. A month's work will be defined as any calendar month in which the employee works 120 hours.
- b) In order to be entitled to any pay under this Paragraph, all persons who resign or retire must give proper notice by submitting a "resignation notice" to his supervisor at least two weeks (14 calendar days) prior to the desired date of termination or separation. Employees who fail to submit proper notice will forfeit all accrued vacation entitlement.

5. All discharged employees will receive pay for vacation accrued prior to the year of termination.

6. All vacation requests are to be turned in by February 1. The Company will post vacation schedules by March 1. All vacation requests turned in after February 1 will be on a first-come, first-serve basis. Vacations will be granted based on employees' bargaining unit seniority provided the Company maintains the proper balance of skills, experience and job knowledge.

7. An employee will ask his supervisor before his vacation commences about his work schedule (shift, starting and quitting times) for the first scheduled workday upon his return from vacation. If it is

necessary to change an employee's work schedule while he is on vacation, the change will be made in accordance with the 12 hour notice provisions of the Hours, Overtime and Premium Pay section of this Agreement.

8. Subject to the approval of the employee's supervisor, employees will be permitted to trade vacation periods with other employees within their job classifications.

9. A maximum of 160 hours vacation credit may be carried from one calendar year to the next. Vacation credit is accrued in the calendar year prior to the calendar year in which it can be used. If an employee foregoes his vacation at the request of the Company, the Company shall in lieu thereof pay the employee his vacation pay over and above his ordinary pay.

Example: An employee with five years of continuous service has 160 hours vacation credit accumulated on December 31. On the following January 1 this employee has a total of 240 hours of vacation credit available for use in the new calendar year. (160 hours "carryover" plus 80 hours accrued during previous year equals 240 hours available in the new calendar year.) This employee can use all 240 hours during this new calendar year if it is mutually agreeable with his immediate supervisor. If this employee fails to use 80 hours vacation time during this new calendar year, he will lose all hours above 160 on December 31 since this is the maximum allowable for carryover into the next calendar year.

### **SECTION 31. HOLIDAYS**

1. All active, full-time regular employees with seniority shall receive eight hours pay at their straight-time rate in effect on the day of the holiday.

2. An employee who works on a day observed as a holiday shall be compensated as follows:

- a) He shall be paid for all hours worked on the holiday at a rate of time and one-half his straight-time rate in effect on that day.
- b) He shall receive eight hours holiday pay at his straight-time rate in effect on that day.

3. When an employee works temporarily upgraded on a day observed as a holiday, he will receive holiday pay, as set out above, at the appropriate temporary upgrade rate.

4. If an employee is scheduled to work on a holiday and fails to work, he will not be paid for the holiday unless his absence is excused by the Company.

5. An employee that does not work the holiday shall receive holiday pay under the following conditions:

- a) He must work or receive pay for all the hours of his scheduled shift on the last workday preceding such holiday(s), and he must work or receive pay for all the hours of his first scheduled shift immediately following the holiday(s).
- b) If an employee is absent on one of the qualifying days for a reason that is non-payable under the provisions of this Agreement, such absence will not result in the loss of holiday pay if the reason is substantiated by the employee and accepted by the Company.
- c) No holiday pay is due an employee who is absent on both of the qualifying days for a non-payable reason.

- d) If an employee is tardy and the Company does not invoke Paragraph 17 of Section 19, the employee shall receive holiday pay.
- e) Holiday pay is not paid an employee on disciplinary suspension on both of the qualifying days. The holiday(s) is counted as part of the suspension period.
- f) Holiday pay is not paid an employee who is on long term disability on both of the qualifying days.
- g) Holiday pay is not paid in lieu of workers' compensation pay, however holiday pay is paid in lieu of sick pay.

6. During this Agreement there shall be 10 paid holidays as follows:

|                  |                           |
|------------------|---------------------------|
| New Year's Day   | Veteran's Day             |
| Good Friday      | Thanksgiving Day          |
| Memorial Day     | Friday after Thanksgiving |
| Independence Day | Christmas Eve             |
| Labor Day        | Christmas Day             |

7. In the event a holiday occurs on any employee's scheduled day off, the preceding scheduled workday (if in the same pay period) will be observed as the holiday.

8. In the event a holiday occurs on any employee's scheduled day off at the beginning of the pay period such that Paragraph 7 cannot be applied, the next scheduled workday will be observed as the holiday.

9. Employees assigned to work a four 10-hour day workweek shall receive 10 hours holiday pay for any holiday that occurs in that workweek; and in that case, all provisions of this Section that refer to eight hours holiday pay shall apply to 10 hours holiday pay.

**SECTION 32. HEALTH AND WELFARE**

1. The details covering such matters as eligibility, coverage continuation, benefits and covered services, deductibles, exclusions and limitations, coordination of benefits, termination of coverage, conversion privileges, and all other terms and provisions of the plans referred to in this Section shall be as specifically provided or set out in the plan documents.

**MEDICAL INSURANCE – ACTIVE EMPLOYEES**

2. Each employee is entitled to the group health coverage provided to, and on the same basis as, all other regular full-time employees of the Company.

3. The Company and the employees will co-share the cost of the medical premiums. The employee's contribution to the cost of coverage will depend on the coverage he has. The monthly employee contribution percentage and fixed amounts in effect on October 14, 2008, will remain in effect until January 1, 2009. The monthly employee contribution effective January 1, 2009, will be eight percent of the cost, but no more than the following:

|                                  |          |
|----------------------------------|----------|
| Employee Only                    | \$ 54.00 |
| Employee and Spouse              | 104.00   |
| Employee, Spouse, and Child(ren) | 136.00   |
| Employee and Child(ren)          | 96.00    |

The employee's contribution will be made through payroll deduction on a pre-tax basis.

## MEDICAL INSURANCE – RETIREES

4. Group medical coverage is available for employees who retire between the ages of 62 and 65. The Company and retiree will co-share the cost of the medical premiums on an 85/15 basis (85% Company, 15% retiree). Coverage is also available for the retiree's spouse during the period of time that the retiree is between the ages of 62 and 65. The cost to the retiree and/or spouse for the spouse's coverage is 15% if the spouse is between the ages of 62 and 65, and 75% if the spouse is less than 62. Eligibility for coverage ceases at age 65 for employees retiring prior to January 1, 2009. The Company will provide Medicare supplement coverage at age 65 for employees retiring on or after January 1, 2009. To be eligible for the Medicare supplement coverage, the participant must enroll in Medicare Part B. The cost to the participant is 75 percent of the Medicare supplement premium rate. Coverage may also be continued for the retiree's spouse, with the coverage and cost dependent on the spouse's age, as indicated in this Paragraph.

## MEDICAL INSURANCE – DISABLED EMPLOYEES

5. If an employee becomes disabled as a result of an injury or an illness while employed by the Company, group health coverage will be provided for him on the following basis:

- a) Coverage will be provided for the first 12 months of disability, beginning with the first day of disability (the day following the last day worked), with the employee paying the same as an active employee.
- b) After 12 months of disability, coverage will be provided on an 85/15 co-shared basis, with the employee paying 15 percent of the monthly premium.

6. The Company's active group health coverage will continue until the disabled employee becomes eligible for Medicare as a result of his disability, at which time the Company will provide Medicare supplement coverage. To be eligible for the Medicare supplement coverage provided by the Company, the disabled employee must enroll in Medicare Part B. The cost to the disabled employee for the supplemental coverage is 75 percent of the Medicare supplement premium rate (less \$25.00 for employees on long term disability as of October 14, 2008).

7. The Company's applicable health coverage for the disabled individual will continue for the duration of the disability regardless of his employment status with the Company; provided that the health coverage will terminate when the individual (i) reaches age 65, (ii) recovers from the disability, (iii) accepts other employment, (iv) ceases to pay the required monthly premiums, or (v) can no longer provide proof of disability.

8. If an employee who becomes disabled has dependent coverage as of the first day of disability, the coverage may be continued on the same basis as set out in Paragraph 5 above. Dependent medical coverage may continue up to the fifth anniversary of the date the employee qualified for long term disability, or until the employee's earlier termination of employment. Any continuation of coverage thereafter will be that available under COBRA, except that the amount to be paid for spousal coverage shall be that called for under Paragraph 4 above if the employee is between the ages of 62 and 65 on the date that dependent coverage would terminate but for COBRA.

## OTHER INSURANCE

9. The Company shall provide employee life and AD&D insurance, with the amount of life insurance equal to two times the employee's annual base pay, and the amount of AD&D insurance equal to the life insurance amount. The Company shall also provide \$10,000 of life insurance on the employee's spouse and each dependent child, and \$100,000 of business travel accident coverage on each employee. The cost of the insurance shall be paid by the Company. Each employee is also entitled to the dental insurance in effect for him and his dependents as of the commencement date of this Agreement. The cost of dental insurance on the employee is paid by the Company. Dependent dental coverage is optional, and the cost is co-shared by the Company and the employee on an 80/20 basis (80% Company, 20% employee).

10. For an employee who becomes disabled, the life, AD&D, and dental insurance provided for him and/or his dependents will or may continue for one full year, beginning with the first day of disability. Thereafter, AD&D and dependent life insurance will cease, and the employee's life insurance will continue only where approved (premium waived) by the carrier. Dental coverage may continue after one full year, up to the third anniversary of the date the employee qualified for long term disability, with the employee paying 100% of the cost.

#### LONG TERM DISABILITY

11. The Company will pay the cost of long term disability insurance that provides the same level of benefits in effect as of the commencement date of this Agreement, which is 66 2/3% of the employee's base pay rate, up to a maximum monthly benefit of \$4,000 (\$2,500 for a disabled employee whose last day worked prior to disability was before May 1, 2008).

12. An employee on long term disability must become eligible for Social Security disability benefits as of the second anniversary of the date he qualified for long term disability, or be in the process of appealing a Social Security benefit denial, if he is to continue receiving long term disability benefits on or after that date. If a decision on the appeal in process has not been rendered as of the two year expiration date, the long term disability benefit will decrease by the amount the employee would otherwise be entitled to receive from Social Security. If the employee later receives a favorable decision on the appeal, the long term disability benefit will continue as set out in the plan document. If the employee loses his appeal, his coverage will cease and if he is unable to return to work at that time, he shall be terminated. The long term disability provisions set out in this Paragraph shall not apply to any employee on long term disability as of October 15, 1998, who has not already become eligible for Social Security disability benefits.

#### SECTION 33. PENSION

1. All bargaining unit employees actively employed by the Company as of October 31, 2008, may remain, or upon meeting the eligibility requirements set out in the plan, may become, members of the Bargaining Employees Retirement Plan. The Company currently pays the entire cost of the plan. Any other person who is not an active member of the plan on October 31, 2008, which includes retired, disabled, and terminated members, as well as any persons hired after that date, shall not become an active member on or after November 1, 2008, unless he was an active member of the Salaried Employees Retirement Plan prior to January 1, 2008, and immediately prior to becoming a bargaining unit employee on or after November 1, 2008.

2. Credited service for purposes of calculating benefits under the Bargaining Employees Retirement Plan, for employees who become and remain totally and permanently disabled, shall include the period from the date the employee became eligible for long term disability benefits to the fifth anniversary of that date; provided that this provision shall not provide credited service in excess of the credited service to which he is entitled upon normal retirement or earlier termination of employment.

3. For bargaining unit employees hired on or after November 1, 2008, the pension plan is the Bargaining Employees Retirement Savings Plan, consisting of two parts: a retirement section providing for unmatched non-elective employer contributions; and a thrift and 401(k) savings section providing for employee and matching employer contributions. The retirement section calls for employer contributions into a retirement or base contribution account, based on graduated percentages of base pay, depending on the employee's age.

| Age | <33 | 33-36 | 37-40 | 41-44 | 45-48 | 49-52 | 53-56 | 57+ |
|-----|-----|-------|-------|-------|-------|-------|-------|-----|
| %   | 5   | 6     | 7     | 8     | 9     | 10    | 11    | 12  |

The thrift and 401(k) savings section allows employees to contribute or defer base pay on an after-tax basis (thrift savings), a pre-tax basis (401(k) savings), or both. The matching employer contribution is 60% of the



first 6% of base pay contributed by the employee on a pre-tax basis.

4. Employees are eligible to participate in the Bargaining Employees Retirement Savings Plan, for purposes of receiving the employer base contributions and/or matching contributions, on the first day of the month coincident with or next following completion of a 12 consecutive month period during which the employee earns 1,000 hours of service. For purposes of making employee thrift and 401(k) savings contributions, employees are eligible as of the first of the month coincident with or next following completion of their first hour of service.

5. Employees who are active members of the Bargaining Employees Retirement Plan shall be eligible to participate in the Bargaining Employees Retirement Savings Plan, and prior to November 1, 2008, remain eligible to participate in the predecessor savings plan, the Bargaining Employees Savings Plan, for purposes of making employee thrift and 401(k) savings contributions and receiving employer matching contributions. They shall not be eligible for purposes of receiving the employer base contributions.

6. The details covering the provisions of the Retirement Plan and the Retirement Savings Plan shall be as specifically provided in the plan documents, and are subject to IRS rules and regulations. Effective January 1, 2009, loans from thrift and 401(k) savings shall be limited to no more than two outstanding at any time, excluding loans made prior to January 1, 2009.

7. Subject to the respective plan provisions, employees otherwise eligible may waive future accrual of benefits in the Bargaining Employees Retirement Plan and choose instead to receive the employer base contributions under the Bargaining Employees Retirement Savings Plan. This option expires on December 31, 2009.

#### **SECTION 34. BULLETIN BOARDS**

1. The Company shall provide bulletin boards to be used for the posting of Union notices of elections, meetings, appointments, and Union recreational and social affairs. Prior to posting, all materials must be approved by the Human Resources Department or the chief steward may have materials approved by the Manager of Transmission. There shall be no posting by employees of pamphlets, advertising or political materials, notices of any kind or literature upon Company property.

#### **SECTION 35. ET&S VISITATION**

1. An accredited Union representative may visit ET&S at reasonable times during working hours. The representative will notify the Company prior to the visit and will secure permission from the Human Resources Department prior to the visit, and such visits will not be permitted if they interfere with the operations of ET&S. Such visits shall be limited to participation in the adjustment of a pending grievance as provided for in the grievance procedure under this Agreement, or to make a physical inspection of ET&S operations necessary to process a pending grievance. Such visits will not be permitted if they are abused or if they interfere with production or with employees while at work.

#### **SECTION 36. SEPARABILITY**

1. If any provision of this Agreement is invalidated by legislation or by decision of a court of competent jurisdiction, such invalidation shall apply only to the provision or provisions expressly invalidated, and all remaining portions of this Agreement shall remain in full force and effect. The Company and the Union shall meet to renegotiate the invalidated provision or provisions.

**SECTION 37. HOURLY WAGE RATES AND LABOR GRADE CLASSIFICATION ASSIGNMENTS**

1. All basic hourly wage rates paid by the Company to bargaining unit employees in the respective labor grades are listed below.

First year hourly wage rates from October 15, 2008 through October 14, 2009

Second year hourly wage rates from October 15, 2009 through October 14, 2010

Third year hourly wage rates from October 15, 2010 through October 14, 2011

Fourth year hourly wage rates from October 15, 2011 through October 14, 2012

**LABOR GRADE 1**

|          | First Step | Second Step | Top Step |
|----------|------------|-------------|----------|
| 1st year | \$26.97    | \$28.08     | \$29.15  |
| 2nd year | \$27.91    | \$29.06     | \$30.17  |
| 3rd year | \$28.89    | \$30.08     | \$31.23  |
| 4th year | \$29.81    | \$31.04     | \$32.23  |

Classifications: Senior Technician, Senior Lineman, Senior Equipment Mechanic, (Grandfathered) Right-of-Way Maintenance "A"

Advancement to a Labor Grade 1 Senior Journeyman position shall occur only through the job bid and request for transfer provisions.

**LABOR GRADE 2**

|          | First Step | Second Step | Top Step |
|----------|------------|-------------|----------|
| 1st year | \$22.96    | \$24.53     | \$26.46  |
| 2nd year | \$23.76    | \$25.39     | \$27.39  |
| 3rd year | \$24.59    | \$26.28     | \$28.35  |
| 4th year | \$25.38    | \$27.12     | \$29.26  |

Classifications: Technician, Equipment Mechanic, Lineman, Right-of-Way Maintenance "A" a)

a) Labor Grade 2 applies to all employees who enter the Right-of-Way Maintenance "A" classification on or after October 15, 2008.

**LABOR GRADE 3**

|          | First Step | Second Step | Top Step |
|----------|------------|-------------|----------|
| 1st year | \$22.96    | \$23.75     | \$24.53  |
| 2nd year | \$23.76    | \$24.58     | \$25.39  |
| 3rd year | \$24.59    | \$25.44     | \$26.28  |
| 4th year | \$25.38    | \$26.25     | \$27.12  |

Classifications: Storekeeper, Right-of-Way Maintenance "B"

**LABOR GRADE 4**

|          | First Step | Second Step | Top Step |
|----------|------------|-------------|----------|
| 1st year | \$20.09    | \$20.78     | \$21.45  |
| 2nd year | \$20.79    | \$21.51     | \$22.20  |
| 3rd year | \$21.52    | \$22.26     | \$22.98  |
| 4th year | \$22.21    | \$22.97     | \$23.72  |

Classifications: Assistant Storekeeper, Groundman, Utility

**LABOR GRADE 5**

|          | First Step | Second Step |
|----------|------------|-------------|
| 1st year | \$17.47    | \$18.74     |
| 2nd year | \$18.08    | \$19.40     |
| 3rd year | \$18.71    | \$20.08     |
| 4th year | \$19.31    | \$20.72     |

Classification: Laborer

**APPRENTICE LINEMAN - EIGHT PERIODS**

| Period     | % of Top Step Lineman Rate | Minimum Cumulative Hours |
|------------|----------------------------|--------------------------|
| 1st Period | 55%                        | 0-1000                   |
| 2nd Period | 60%                        | 1000-2000                |
| 3rd Period | 65%                        | 2000-3000                |
| 4th Period | 70%                        | 3000-4000                |
| 5th Period | 75%                        | 4000-5000                |
| 6th Period | 80%                        | 5000-6000                |
| 7th Period | 85%                        | 6000-7000                |
| 8th Period | 90%                        | 7000-8000                |

In addition to the minimum cumulative hours, advancement to the next consecutive period within the apprenticeship program requires satisfactory progress/performance on the job, and satisfactory completion of related classroom training.

1. The Company, at its discretion, may designate one or more bargaining unit employees as crew leader(s). Crew leaders shall be selected from employees at the top step in Labor Grade 1, and shall receive pay at a rate equal to 104% of that top step. In addition to the tasks performed as employees in their senior journeyman classifications, crew leaders, in cooperation with their immediate supervisor and the Manager of Transmission, shall be responsible for the safe and efficient management of their crews. Crew leaders shall have no authority to discipline employees. When a crew leader is absent from work, the Company may temporarily upgrade another Labor Grade 1 top step employee to serve as crew leader. The decision to fill a crew leader position, the employee selected from those at the top step in Labor Grade 1, and the decision to remove an employee from a crew leader position, will be at the Company's discretion. An employee offered the position of crew leader may refuse to accept. An employee designated as crew leader may choose to resign the position.

## SECTION 38. STEP RATE PROGRESSION

1. All employees will progress to the next step rate on his classification anniversary date, until he reaches the top rate of his Labor Grade, provided he is qualified to do the job.

## SECTION 39. ESTABLISHED LINES OF PROGRESSION

1. Employees will progress through the established lines of progression set out below within the following departments: right-of-way maintenance, equipment maintenance, substations, lines, metering, warehousing, and communications.

### Right-of-Way Maintenance

1. Maintenance "A" (R/W)
2. Maintenance "B" (R/W)
3. Utility (R/W)

### Substations

1. Senior Technician (Substation)
2. Technician (Substation)
3. Utility (Substation)

### Metering

1. Senior Technician (Metering)
2. Technician (Metering)
3. Utility (Metering)

### Communications

1. Senior Technician (Communications)
2. Technician (Communications)
3. Utility (Communications)

### Equipment Maintenance

1. Senior Mechanic (Equipment)
2. Mechanic (Equipment)
3. Utility (Equipment)

### Lines

1. Senior Lineman
2. Lineman
3. Groundman

### Warehousing

1. Storekeeper
2. Assistant Storekeeper

### Laborers

1. Laborer <sup>a)</sup>

a) Laborers are not in an established line of progression.

## SECTION 40. APPRENTICESHIP AND TRAINING

1. The Company and the Union agree to the establishment of the classification of apprentice lineman. The Company's standards of apprenticeship (Apprenticeship Standards) shall be registered with the Bureau of Apprenticeship and Training, and each apprentice lineman (hereinafter "apprentice") shall be registered with the Kentucky Department of Labor.

2. The Company shall be responsible for the training of apprentices.

3. The first person assigned to a job site requiring the skills of a journeyman lineman (lineman or senior lineman) shall be a journeyman lineman (hereinafter "journeyman").

4. The Company's line supervisor is the person designated in the Apprenticeship Standards to supervise the apprentice (the "immediate supervisor") and be responsible for his training and safety. An apprentice is to be under the supervision of the immediate supervisor or a journeyman at all times. This does

not imply that the apprentice must always be in sight of the immediate supervisor or journeyman, or that they are required to constantly watch the apprentice. Supervision will not be of a nature that prevents the development of responsibility and initiative. Work may be laid out by the immediate supervisor or journeyman based on their evaluation of the apprentice's skills and ability to perform the job tasks. Apprentices shall be permitted to perform job tasks in order to develop job skills and trade competencies. The immediate supervisor and journeyman are permitted to leave the immediate work area without being accompanied by the apprentice.

5. Apprentices shall not supervise the work of others.
6. To help ensure diversity of training, apprentices shall be transferred on an equitable basis from one journeyman to another for job training.
7. Nothing in this Section or in the Apprenticeship Standards shall preempt in any way the provisions of this Agreement set out in Section 21.
8. Applicants for an apprentice position will not be solicited through job bids or transfers, but the Company, when preparing to fill the position, shall provide current bargaining unit employees the opportunity to apply prior to public advertising. To apply, the current employee must meet the qualifications provided in the Apprenticeship Standards. Prior to placement in the apprenticeship program, the current employee shall be given the opportunity to complete climbing school prior to the Company posting his previous job. Upon completion of the climbing school, the employee may choose to enroll in the apprenticeship program (by signing the apprenticeship agreement with the Company) or return to his previous job. If the employee chooses to enroll in the program, he shall be subject to its provisions. He shall not have seniority status as an apprentice and shall cease to hold his previous departmental seniority. Although training to become journeyman linemen, apprentices are not in an established line of progression and do not have job bid or transfer rights.
9. Any bargaining unit employee employed in a classification other than apprentice, who enrolls in the apprenticeship program, shall retain his hourly rate of pay if it is more than the rate to which his credit for previous experience or training entitles him under the program. The employee in such case would retain his current pay rate until his progression in the apprenticeship program advances him to a higher rate.
10. The apprenticeship program may be deregistered upon the voluntary action of the Company by the Company's written request for cancellation to the registration agency (Bureau of Apprenticeship and Training). Upon deregistration of the program by the Company, or by the registration agency, the Union may voluntarily choose to rescind its agreement to the establishment of the apprentice lineman classification.

#### **SECTION 41. RESIDENCY REQUIREMENT**

1. All employees who become transmission division employees after October 22, 1991, shall have a place of residence within a 35 mile radius of the ET&S office on Airline Road, Henderson, Kentucky, within 12 months after becoming such an employee. If the employee does not comply with this residency requirement within 12 months, he shall be terminated. If the employee complies with the residency requirement, and later changes his residence so that he no longer complies, his employment with the Company shall be terminated. The Company's new-hire residency requirement shall be as it sees fit, but shall not have a residency requirement more liberal than that set out above.

#### **SECTION 42. STANDBY PROVISION**

1. Employees assigned to be on standby for the purpose of receiving after-hours notification of system emergencies shall be paid one hour's straight-time pay at the top step hourly rate of Labor Grade 1 for the term of this Agreement, for each 24 hour period that the employee is on standby.

2. The departmental seniority overtime rotation list for the ET&S departments that utilize the standby provision shall be rotated every seven calendar days. The assignment of overtime and standby work shall be made from the senior journeyman overtime rotation list. The employee required to be on standby shall be the bottom senior journeyman on the overtime rotation list and such assignment shall begin at the start of the first shift on Monday and shall continue to the start of first shift the following Monday.

3. Employees assigned to be on standby shall be available for "beeper" or telephone contact at all times during the assignment and shall be able to promptly report to the ET&S office within a time frame not to exceed their normal commuting time. A standby assignment shall not be considered as an overtime assignment or commitment, for such assignment is to assure that someone can be contacted in the event no qualified employee can be contacted for the emergency work from the department's overtime lists.

4. Employees required to be on standby may trade out their assignment with another qualified senior journeyman. If a qualified employee trade-out cannot be arranged, the employee assigned the standby must be available for emergency calls as set out above.

#### **SECTION 43. OUT-OF-TOWN WORK**

1. Employees required to work out-of-town shall receive a payment equal to 1.75 times the top hourly rate of Labor Grade 1 for the term of this Agreement, for each night that they are required to spend in lodging away from their home. Such payment will be made to cover all of the expenses incurred by the employee except for lodging, which will be paid by the Company. When returning to the ET&S office from out-of-town work, if the employee is not at ET&S within three hours following the end of the scheduled work shift, the contractual meal money provision shall be in effect. It is understood that "out-of-town" work shall be defined as any time an employee's work assignment requires him to spend the night at a place of lodging away from his own home; but it does not include travel away from home to attend conferences, seminars, or training sessions.

2. When an employee is scheduled to work out-of-town he will be allowed a 30 minute lunch break without pay, unless a longer period is approved by supervision. Any additional time approved by supervision shall also be without pay. If the lunch break is extended beyond 30 minutes, the work day will be extended an equal amount of time.

3. When an employee is scheduled to work out-of-town, he shall be permitted to take his personal vehicle, provided he is not needed to drive a company vehicle to the out-of-town location. Mileage reimbursement will be at the Company's approved rate for no more than one round trip from the ET&S office to the lodging site per week.

4. The Company will provide or reimburse the expense of transportation for the evening meal to employees who are required to work out-of-town, not to exceed 15 miles from their overnight lodging (30 miles when in Brandenburg, Kentucky area). Transportation will not be provided for entertainment, social, or recreational purposes.

5. An employee shall not take his personal day while working out-of-town except in case of personal or family emergency.

6. When an employee is required to work out-of-town, his work shall commence upon leaving his place of lodging for the job site, and shall end upon return to his place of lodging, or to the ET&S office on the last day of out-of-town work.

7. In addition to the daily per diem for out-of-town work, employees will be paid six dollars in lieu of a meal for unscheduled overtime starting with the seventh hour past the employee's scheduled quitting time and including the 11th hour, but not to exceed two per day.

**SECTION 44. IN WITNESS WHEREOF**

1. IN WITNESS WHEREOF, this Agreement is entered into the 15th day of October, 2008.

**BIG RIVERS ELECTRIC CORPORATION**  
by

\_\_\_\_\_  
President & CEO

\_\_\_\_\_  
Vice President System Operations

\_\_\_\_\_  
Vice President Administrative Services

**LOCAL UNION 1701, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS,  
AFL-CIO**  
by

\_\_\_\_\_  
Business Manager and Financial Secretary

\_\_\_\_\_  
Chairman and Chief Steward

\_\_\_\_\_  
Recorder

**RELATED  
INFORMATION  
SECTION**



MEMORANDUM OF UNDERSTANDING  
October 20, 1988

RE: Request For Waiver of Overtime

When offering scheduled or unscheduled overtime work, the Request For Waiver shall be in effect until the "offer process" has been exhausted. At such time, Management reserves the right to offer and assign such waived employees the overtime work.

When scheduled overtime work is being assigned, the Request For Waiver will not be in effect. When Request For Waiver employees are assigned overtime work, such assignments will be in reverse seniority order.

I. REQUEST FOR WAIVER

I hereby request to waive my rights to overtime work, scheduled or unscheduled, starting with my next scheduled workweek which begins on (date) \_\_\_\_\_.

This authorization shall remain in effect until I submit a written revocation.

Employee \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

Management reserves the right to require such employees to work, by reverse seniority, if a qualified employee who has not waived his overtime rights cannot be contacted.

II. CANCELLATION OF WAIVER

I hereby request to have my name reinstated to the rotating overtime list starting with my next scheduled workweek, which begins on (date) \_\_\_\_\_.

Employee \_\_\_\_\_ Date \_\_\_\_\_

Approved by \_\_\_\_\_ Date \_\_\_\_\_

## LETTER OF INTENT

RE: Calculation of the 16 hours worked and 12 hour rest period set out in the labor agreement.

When calculating whether 16 hours has been worked in a 24 hour period or when applying the 12 hour rest period provision, the following rules apply:

- a) In the event an employee works 16 hours in a 24 hour period, the 12 hour rest period hours shall not be included in a subsequent 16 hours worked calculation.
- b) There is no pay due an employee who has been excused from and does not work the scheduled hours outside his 12 hour rest period. In respect to such non-premium hours, the employee may be excused from such hours of work without pay, provided Management approves the employee's request to go home and rest, rather than work. Or, if there is a concern by the Company because of the long hours worked for the safety of the employee and/or for his fellow workers, the Company may direct the employee to go home to rest, without pay, during the non-premium hours of the scheduled shift. If the employee is directed to go home, as set out herein, during scheduled overtime hours the appropriate contractual overtime cancellation notice must be applied.
- c) Time taken for meals outside of the employee's scheduled shift is restricted to "ample time only." Time taken for such non-scheduled meal breaks is included in the 16 hours worked calculation. The parties agree that "ample time only" is the necessary time for an employee to eat, but at no time shall the meal break exceed 20 minutes.

See attached chart for examples of how to calculate the 16 hours worked and 12 hour rest period.

EXAMPLES OF 9/28/94 LETTER OF INTENT

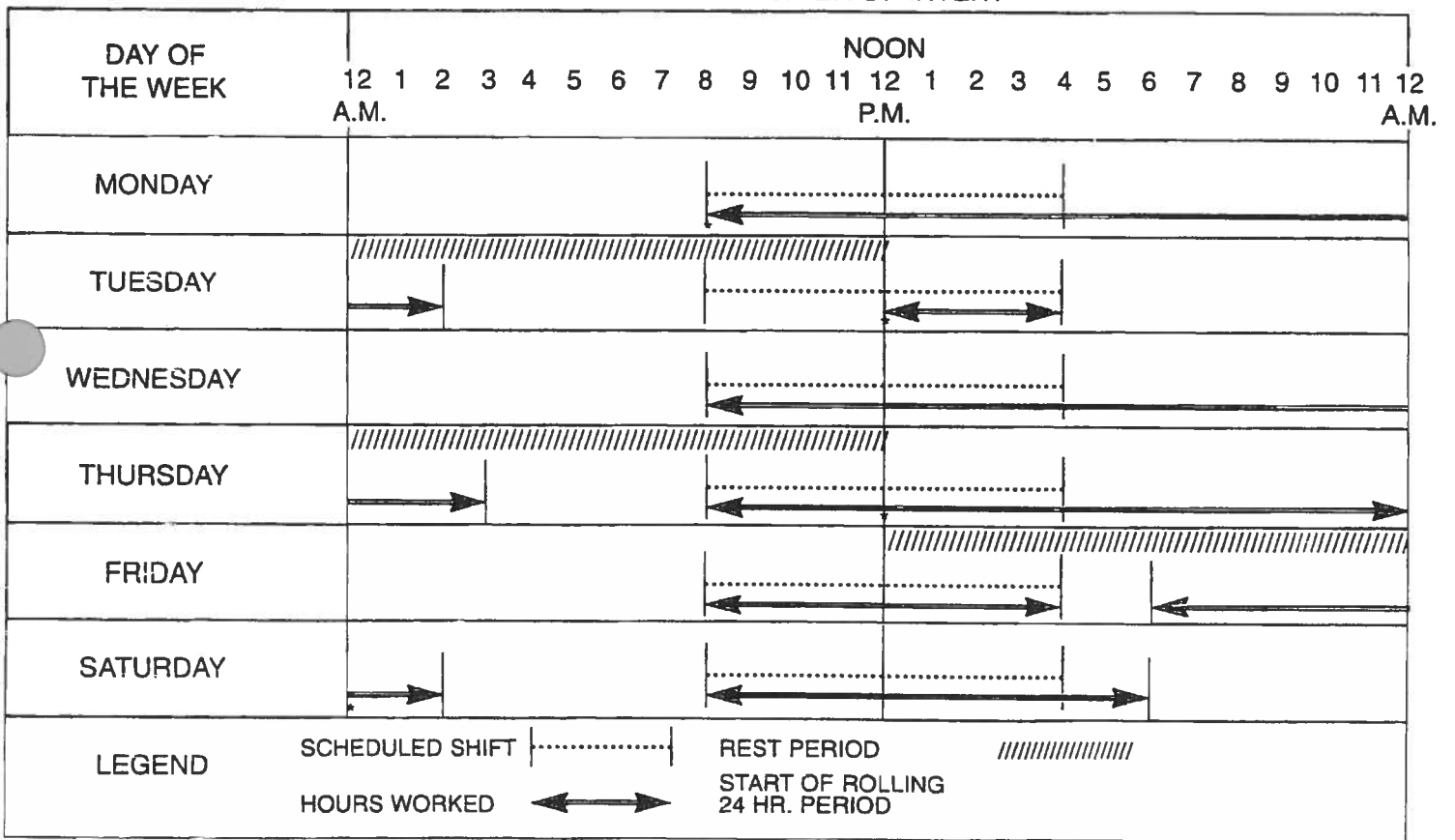


Chart A

John Doe's Weekly Schedule Posted Shift

Shift A Week Ending 7-15-93

| Employee | Sun   | Mon | Tues | Wed | Thur | Fri | Sat          |
|----------|-------|-----|------|-----|------|-----|--------------|
| Doe      | SDO-2 | 8-4 | 8-4  | 8-4 | 8-4  | 8-4 | 8-4<br>SDO-1 |

John Doe actually works the following time for week ending 7-15-93.

Sunday = SDO-2, Off

Monday = 8 am until 2 am - Tuesday - unscheduled hold over

Due to the unscheduled hold over, the 12-hour rest period starts at 12 pm Tuesday and lasts until 12 pm Tuesday.

Tuesday = Off work with straight time pay from 8 am - 12 pm;  
Works 12 pm - 4 pm  
8 am - 12 pm/ in work 12 pm - 4 pm

Wednesday = 8 am until 3 am Thursday - unscheduled hold over

Thursday = 8 am until 12 am Friday - unscheduled hold over

Friday = 8 am until 4 pm - Called in 6 pm until 2 am Saturday

Saturday = 8 am until 6 pm

How should John be paid?

|      |   |   |   |  |
|------|---|---|---|--|
| Mon  | 8 am until 4 pm<br>8 hrs straight time    | 4 pm until 12 am<br>8 hrs time and 1/2    |   |  |
| Tues | 12 am until 2 am<br>2 hrs double time     | 8 am until 12 noon<br>4 hrs straight time | 12 pm until 4 pm<br>4 hrs straight time   |  |
| Wed  | 8 am until 4 pm<br>8 hrs straight time    | 4 pm until 12 am<br>8 hrs time and 1/2    |   |  |
| Thur | 12 am until 3 am<br>3 hrs double time     | 8 am until 12 noon<br>4 hrs double time   | 12 noon until 4 pm<br>4 hrs straight time | 4 pm until 12 am<br>8 hrs time and 1/2 |
| Fri  | 8 am until 12 noon<br>4 hrs straight time | 12 noon until 4 pm<br>4 hrs double time   | 6 pm until 12 am<br>6 hrs double time     |  |
| Sat  | 12 am until 2 am<br>2 hrs time and 1/2    | 8 am until 6 pm<br>10 hrs time and 1/2    |   |  |

|      | Hrs<br>Per Day | Time | Time and 1/2 | Double |
|------|----------------|------|--------------|--------|
| Mon  | 16             | 8    | 8            |        |
| Tues | 10             | 8    |              | 2      |
| Wed  | 16             | 8    | 8            |        |
| Thur | 19             | 4    | 8            | 7      |
| Fri  | 14             | 4    |              | 10     |
| Sat  | 12             |      | 12           |        |

MEMORANDUM OF UNDERSTANDING  
between  
BIG RIVERS ELECTRIC CORPORATION AND IBEW LOCAL UNION 1701


September 30, 1998

Big Rivers Electric Corporation (Big Rivers) and IBEW Local Union 1701 (Union) have had a successful relationship since the Union was certified as the exclusive bargaining representative in NLRB Case No. 25-RC-5955. The parties have been successful in negotiating several collective bargaining agreements covering production and transmission employees since the certification was issued.

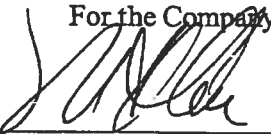
On July 17, 1998, Big Rivers entered into an agreement with Louisville Gas & Electric (LG&E) whereby the Big Rivers generating stations were leased to Western Kentucky Energy (WKE), a subsidiary of LG&E, for twenty-five (25) years. Some of the Big Rivers employees who operated and maintained these generating stations were employed by WKE, and WKE and the Union have entered into a collective bargaining agreement covering those employees. The collective bargaining agreement between WKE and the Union does not affect the collective bargaining agreement covering Big Rivers transmission division employees. However, the agreement between Big Rivers and the Union contains language and provisions that apply only to the employees who operated and maintained the generating stations (the production division). Big Rivers wants to delete such language and provisions from its agreement with the Union. The Union is agreeable to this provided Big Rivers agrees to recognize the Union as the representative of the production division employees when Big Rivers' agreement with WKE terminates.

In order to accomplish the interests of both parties, Big Rivers and the Union hereby agree that Local Union 1701 of the International Brotherhood of Electrical Workers will be recognized as the representative of the production division employees employed by WKE at the expiration and/or termination of Big Rivers' agreement with WKE, provided those employees are represented by the IBEW at the time Big Rivers' agreement with WKE terminates; and provided further that nothing in this Memorandum of Understanding shall require either Big Rivers or the Union to undertake any action which is illegal or contrary to law. In exchange for this understanding with Big Rivers, the Union agrees to delete the language and provisions in its collective bargaining agreement with Big Rivers that apply only to production division employees.

For the Union

  
Harold Baggett  
Business Manager  
IBEW Local 1701

For the Company

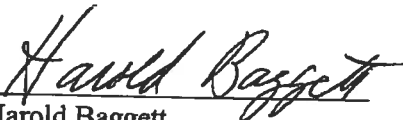
  
Mike Core  
President/CEO  
Big Rivers Electric Corporation

MEMORANDUM OF UNDERSTANDING  
October 15, 2002

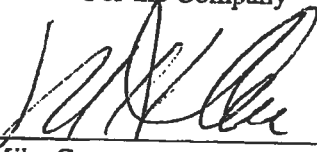
RE: Document Changes

It is understood and agreed by the Company and the Union that documents other than this Agreement shall be revised and updated to reflect the latest agreements reached in collective bargaining, including all documents related to benefits and all relevant policy.

For the Union

  
Harold Baggett  
Business Manager  
IBEW Local 1701

For the Company

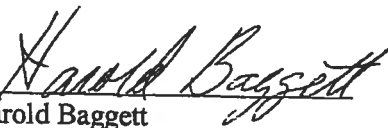
  
Mike Core  
President & CEO  
Big Rivers Electric Corporation

MEMORANDUM OF UNDERSTANDING  
October 15, 2002

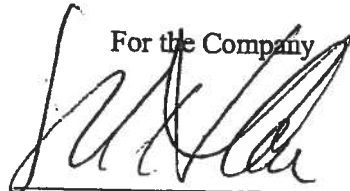
RE: Holiday Week Work Schedule

It is the intent of the Company to work the four 10-hour day schedule year-round. It is understood and agreed by the Company and the Union that the Company will not assign employees on a four 10-hour day schedule to work a five 8-hour day schedule during a week containing a paid holiday when observance of the holiday is the only reason for such a change in the work schedule. The Company and the Union recognize that this memorandum of understanding does not modify or abridge the Company's right to make changes in work schedules as it deems best for the purpose of maintaining effective operation of the business.

For the Union

  
Harold Baggett  
Business Manager  
IBEW Local 1701

For the Company

  
Mike Core  
President & CEO  
Big Rivers Electric Corporation



RECEIVED

JUL 12 2013

PUBLIC SERVICE COMMISSION

CORPORATE FILES VAULT CONTRACT/AGREEMENT SUBMITTAL FORM

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

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

Contract/Agreement/and Amendment Number: 150.0.62.5

Contract Administration File Identification Number:

Originator (Person's Name): Mark Bailey

Department: Administration

Subject: Exhibit A - APM Services

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

DATES — DOCUMENT: Jan-12

Board Approval:

RUS Approval:

KPSC Approval:

Retention/Review/Closing Date: Permanent

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

Work Order: Location:

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



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

## EXHIBIT A – APM Services

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

### I. Trading and Counterparty Controls and Risk Policies:

#### A. Credit

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

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

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

### **B. Contracts**

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

### C. Trading Control

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

### D. Risk Management and Training

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

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

**E. Regulatory and Market Development Participation**

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

**F. Electric Reliability Organization (ERO) Compliance Consulting**

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

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

**II. Portfolio Management and Operations:**

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

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

**A. Portfolio Management**

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

electric power and energy.

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

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



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

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

**RTO / ISO Market Selection**

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

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

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

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

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

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

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

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

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

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

**C. Transmission Risk Management**

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

**III. Portfolio Modeling and Risk Analytics Cluster**

**A. Portfolio Modeling and Transaction Analysis**

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

analytics and quantification intended to:

- i) Identify risk exposure of Member power supply portfolio to normal market variation and to stress events
  - ii) Support Member risk reporting responsibilities
  - iii) Assist in determining the economic fit and fundamental value for various portfolio hedge products
  - iv) Demonstrate cost and risk tradeoffs associated with hedging strategies
  - v) Support measuring cost uncertainties around the portfolio
  - vi) Assist in determining fundamental power supply asset valuation components (modeling longer-term cash flows and option values)
  - vii) Assist in providing metrics to support Member management within their risk tolerances.
- 2) **Reporting:** The modeling is intended to be delivered with a mutually agreed routine reporting (monthly or less) frequency to account for market and portfolio changes. Reporting output and timing has a dependency on Member input parameters. APM will provide written reports with recommendations, advice, information, evaluations, data, and risk metrics designed to meet Member's needs. Other customized reports will be prepared at Member's request and, at APM's option, at Member's incremental cost.

#### IV. Settlements:

##### A. Settlements

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

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

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

**V. Ad Hoc Consulting and Other Services:**

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

[Particular Service Name]: [Description]

**VI. Member Annual Service Fees:**

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

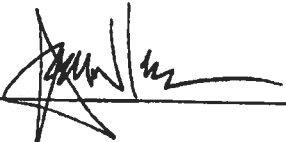
**CONFIDENTIAL & PROPRIETARY**

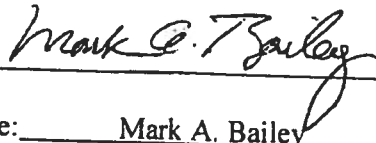
agreed upon the next year's Annual Service Fees, such fees, as well as the fees for all other APM Members, shall be approved by the APM Board of Managers. Upon approval by the APM Board of Managers, Member shall pay to APM the Annual Services fees as established for the next year in accordance with the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

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

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

**BIG RIVERS ELECTRIC  
CORPORATION**

By:   
Name: David J. Tudor  
Title: President & CEO

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

135.0.49.3

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

July 17, 2012

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

Re: Proposal to Provide Governmental Relations and Management Consulting Services

Dear Mark:

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

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

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

#### **Scope of Representation**

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



Mr. Mark A. Bailey

July 17, 2012

Page 2 of 4

provides advisory and consulting services:

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

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

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

Mr. Mark A. Bailey

July 17, 2012

Page 3 of 4

### **General**

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

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

### **Term**

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

### **Fees and Expenses**

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

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

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

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

Sincerely yours,



David A. Spainhoward  
Member  
American Management Consulting LLC

ACCEPTED AND AGREED:

BIG RIVERS ELECTRIC CORPORATION

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

DATE: July 23, 2012

Felicia T. Burda  
*Burda Bankruptcy Consulting, LLC*  
6810 Lisa Lane  
Atlanta, Georgia 30338  
404-307-1329  
[fburda@burdabankruptcy.com](mailto:fburda@burdabankruptcy.com)

February 16, 2013

James M. Miller, Esq.  
Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
100 St. Ann Street  
Owensboro, KY 42303  
VIA EMAIL TRANSMISSION to [jmiller@smsmlaw.com](mailto:jmiller@smsmlaw.com)

**Re: Restructuring and Bankruptcy Counsel for Big Rivers Electric Corporation**

Dear Jim,

This letter confirms that Sullivan, Mountjoy, Stainback & Miller, P.S.C. (SMSM) wishes to retain Burda Bankruptcy Consulting, LLC (BBC) as a consulting firm to develop and administer a process, pursuant to SMSM's guidance, to solicit, evaluate and select counsel for Big Rivers Electric Corporation (BREC) to advise it with respect to restructuring and bankruptcy. Thank you for the offer, and BBC is delighted to accept it. I confirm that BBC has no actual or potential conflict of interest. I will be the only individual working on the matter, and my hourly rate, given the matter's sensitivity, complexity, urgency and required commitment, is \$290. BBC will also charge for reimbursement of any expenses incurred at the actual cost to BBC.

I will keep time in .1 increments and daily entries for this matter will be "lumped" into one entry. I will send SMSM a bill via email to you on or about the first of every month and would hope to receive payment within a few weeks by mail to my attention at 6810 Lisa Lane, Atlanta, GA 30338, with the check made payable to Burda Bankruptcy Consulting, LLC. I understand that BREC will pay BBC's bill directly.

I understand that BREC has given SMSM the appropriate authority and approval for this retention. SMSM and BREC understand that in addition to my ownership of BBC, I am an employee of a non-related law firm, Brice, Vander Linden & Wernick, P.C. (BVW). BVW is a national creditor's rights law firm based in Dallas and has a contractual relationship with National Bankruptcy Services (NBS), the nation's largest subservicer of residential mortgage loans in bankruptcy. The business of BVW and NBS, and the work that I do for BVW, present no actual or potential conflict of interest as it is all related to residential foreclosures, secured creditor issues in consumer bankruptcy cases, and most particularly, residential mortgage servicing issues in chapter 13 cases. The highest official of both BVW and NBS, Lawrence J. Buckley, has consented to this retention. SMSM and BREC acknowledge that this retention is of BBC only.

If these terms, procedures and stated understandings are acceptable to SMSM and BREC, please return a signed copy of this letter to me by email transmission. Thank you for thinking of me, and I look forward to working with you.

Sincerely yours,



Felicia T. Burda

CC: Michael A. Fiorella, Esq.

HAVE SEEN AND AGREED:



James M. Miller, Esq.

Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
Counsel for Big Rivers Electric Corporation

Dated: 2/16/2013



Your Touchstone Energy Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>212516</b>                  | REVISION<br>1 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |  |   |       |           |
|---|------------|--|---|-------|-----------|
| VENDOR NO<br>11363  | DELIVER TO | DATE OF ORDER/BUYER<br>02-JUL-12 Hensley, Bruce  | REVISED DATE/BUYER<br>10-OCT-12 Hensley, Bruce                                    |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6173 888-518-3410 | F.O.B<br>DESTINATION  |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400  |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> <p>A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.</p> |            |  |   |       |           |
|   |            |  | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table>          | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |  |   |       |           |
|   |            |  | <p><i>Bruce Hensley</i><br/> Case No. 2013-00199<br/> Attachment for PSC 1-45</p> |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

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

Case No: 2013-00189  
 Attachment for PSC 1-45  
 Page 24 of 362



Your Touchstone Energy Cooperative 

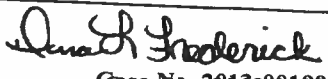
**VENDOR:** **BURNS AND MC DONNELL ENGINEERING CO INC**  
**9400 WARD PARKWAY**  
**KANSAS CITY, MO 64114-3319**

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>214218</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |  |   |
|---|------------|--|---|
| VENDOR NO<br>11363  | DELIVER TO | DATE OF ORDER/BUYER<br>27-SEP-12 Frederick, Dana Leigh | REVISED DATE/BUYER<br>Frederick, Dana Leigh |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       | F.O.B                                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA   | DESTINATION                                 |
| Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order |            |  | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400  |

PER TED KELLY

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

|  |  |           |
|--|--|-----------|
|  | TOTAL  | CONTINUED |
|  | <br>Case No. 20133000999<br>Attachment for PSC 1445 |           |



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>214218</b>                  | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

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

Case No. 2013-00199  
 Attached to PSC 145  
 Page 26 of 362

**Rob Toerne**

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

Rob,

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

- Completion of the project initiation meeting by conference call
- No additional property inspections - only a discussion of operation and maintenance activities with Bob Berry on generation and his counterpart on the transmission side
- Big Rivers will provide required data in an expedited manner

TIM TAPP

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

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

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

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

Sincerely,

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

- No site visits
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**EXPEDITED**

**Schedule of Professional Fees and Expenses**

Big Rivers Electric Corp. Depreciation Study

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

**EXPEDITED**  
**Proposed Project Timeline**  
**Big Rivers Electric Corporation**  
**Depreciation Study**

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

Length of Task █  
 Contract Award ◆

Kickoff Meeting Conference Call ●  
 Final Report ★ Draft Report ▼



August 29, 2012

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

Re: Proposal for Depreciation Study: RFP 12160

Dear Madame or Sir,

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

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

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

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

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

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

Sincerely,

Jeffrey J. Greig  
Senior Vice President and General Manager

Ted J. Kelly  
Director - Business Analysis

Case No. 2013-00199

Attachment for PSC 1-45

Page 30 of 362

# Work Plan and Methodology



## **Project Understanding**

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

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

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

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

## **Scope of Work**

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

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

# Work Plan and Methodology

(continued)



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

## Work Plan

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

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

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

Task 1 – Collect Data

Task 2 – Conduct Kickoff Meeting and Review Data

Task 3 – Update Engineering Assessment

Task 4 – Update Model, Analyze Depreciation Rates

Task 5 – Develop Proposed Depreciation Rates

Task 7 – Review Depreciation Rates and Service Lives

Case No. 2013-00199

Attachment for PSC 1-45

Page 32 of 362

# Work Plan and Methodology

(continued)



Task 8 – Prepare Draft Report

Task 9 – Finalize Report

Task 10 – Respond to RUS (if needed)

## Methodology

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

### Task 1 – Collect Data

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

### Task 2 – Conduct Kickoff Meeting and Review Data

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

### Task 3 – Update Engineering Assessment

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

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

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



# Work Plan and Methodology

(continued)



## *Task 4 – Update Model, Analyze Depreciation Rates*

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

## *Task 5 – Analyze External Factors*

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

## *Task 6 – Develop Proposed Depreciation Rates*

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

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

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

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

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

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

# Work Plan and Methodology

(continued)



## *Task 7 – Review Depreciation Rates and Service Lives*

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

## *Task 8 – Prepare Draft Report*

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

## *Task 9 – Finalize Report*

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

## *Respond to RUS (as needed)*

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

## *Additional Regulatory Support Services (as needed)*

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

# Firm Dollar Cost



## Firm Dollar Cost

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

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

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

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

## Schedule of Professional Fees and Expenses

Big Rivers Electric Corp. Depreciation Study

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

**TOTAL FIRM DOLLAR COST \$56,400**

# Timeline



## Project Timeline

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

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

**Big Rivers Electric Corporation  
Depreciation Study  
Proposed Project Timeline**

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

**Key:**  
 Length of Task █  
 Contract Award ◆  
 Kickoff Meeting ●  
 Draft Report ▼  
 Final Report ★

# Conflicts of Interest



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

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                    |               |           |
|------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>212394</b> | REVISION<br>0 | PAGE<br>1 |
|------------------------------------|---------------|-----------|

SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

|                                   |            |  |  |
|-----------------------------------|------------|--|--|
| VENDOR NO<br>11363                | DELIVER TO | DATE OF ORDER/BUYER<br>22-JUN-12 Toeme, Robert Frank | REVISED DATE/BUYER<br>Toeme, Robert Frank  |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-8029 888-288-6219     | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400 |


**Special Instructions:** This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order  
 A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.

TOTAL CONTINUED

(Case No. 2013580199)

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                    |               |           |
|------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>212394</b> | REVISION<br>0 | PAGE<br>2 |
|------------------------------------|---------------|-----------|

SHIP TO:  
 201 Third Street  
 Henderson, KY 42420

BILL TO:  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION     |
|------|-------------------------|-------------|-----|------|------------|---------------|
|      |                         |             |     |      |            | <b>TOTAL</b>  |
|      |                         |             |     |      |            | \$ 279,500.00 |
|      |                         |             |     |      |            |               |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>212394-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

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

**TOTAL**

**CONTINUED**



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>212394-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION  |
|------|---|-------------|-----|------|--------------|--|
| 1.1  | PERFORM ENGINEERING SERVICES DESCRIBED WITH THE BURNS & MAC PROPOSAL DATED JUNE 1, 2012 TO DEVELOP AN FGD ISLAND SPECIFICATION. EXISTING GENERAL SERVICES AGREEMENT DATED APRIL 26, 2010 WILL APPLY TO THIS ORDER.<br><br>DELIVER TO: ROBESON, ERIC MICHAEL |             | .1  | EACH | \$ 279500.00 | \$ 27,950.00   |
|      |   |             |     |      | <b>TOTAL</b> | \$ 27,950.00   |
|      |   |             |     |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 42 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>212394-2 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Thlrd Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Thlrd Street  
 Henderson, KY 42420

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

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

**TOTAL**

**CONTINUED**

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>212394-2 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>217773</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT                                      | QTY                                  | UNIT                                       | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|--------------------------------------|--|------------|-----------|
| VENDOR NO<br>11363                | DELIVER TO              | DATE OF ORDER/BUYER<br>26-MAR-13 Hensley, Bruce  | REVISED DATE/BUYER<br>Hensley, Bruce |  |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6173 888-518-3410 |                                      | F.O.B<br>DESTINATION                       |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   |                                      | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400 |            |           |

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

CONFIRMING ORDER

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY   | UNIT | UNIT PRICE | EXTENSION    |
|------|---|-------------|-------|------|------------|--------------|
| 1.1  | PROVIDE SERVICES TO COMPLETE A FAIR MARKET VALUE ESTIMATE FOR DB WILSON STATION PER BURNS & MCDONNELL PROPOSAL LETTER DATED 24-JAN-2013<br><br>DELIVER TO: BARONOWSKY, LAWRENCE V | 08-FEB-13   | 35000 | EACH | \$ 1.00    | \$ 35,000.00 |

**TOTAL** \$ 35,000.00

*Bruce Hensley*

Case No. 2013-00199

Attachment for PSC 1-45

Page 45 of 362



Your Touchstone Energy® Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>218315</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT                         | QTY                   | UNIT                                       | UNIT PRICE            | EXTENSION |
|-----------------------------------|-------------------------|-------------------------------------|-----------------------|--|-----------------------|-----------|
| VENDOR NO<br>11363                | DELIVER TO              | DATE OF ORDER/BUYER<br>26-APR-13    | Frederick, Dana Leigh | REVISED DATE/BUYER                         | Frederick, Dana Leigh |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6139 | 888-514-3178          | F.O.B                                      | DESTINATION           |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA                            |                       | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400 |                       |           |

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

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

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY | UNIT | UNIT PRICE  | EXTENSION    |
|------|---|-------------|-----|------|-------------|--------------|
| 1.1  | PROVIDE COLEMAN STATION VALUATION<br>DELIVER TO: BRAUNECKER, DUANE EDWARD |             | 1   | EACH | \$ 10000.00 | \$ 10,000.00 |

**TOTAL** \$ 10,000.00

*Dana R. Frederick*



Your Touchstone Energy<sup>®</sup> Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>218315</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION                          | DELIVERY DT  | QTY   | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|--|--|---|------|------------|-----------|
| VENDOR NO<br>11363                | DELIVER TO                                       | DATE OF ORDER/BUYER<br>26-APR-13 Frederick, Dana Leigh | REVISED DATE/BUYER<br>Frederick, Dana Leigh |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178 |  | F.O.B<br>DESTINATION                        |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED | SHIP VIA   |  | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400  |      |            |           |

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

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

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY | UNIT | UNIT PRICE  | EXTENSION    |
|------|---|-------------|-----|------|-------------|--------------|
| 1.1  | PROVIDE COLEMAN STATION VALUATION<br>DELIVER TO: BRAUNECKER, DUANE EDWARD |             | 1   | EACH | \$ 10000.00 | \$ 10,000.00 |

**TOTAL** \$ 10,000.00

*Dana Frederick*

Case No. 2018-00199

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>217440-1</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION             | DELIVERY DT   | QTY  | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------------------|---|--|------|------------|-----------|
| VENDOR NO<br>80456                | DELIVER TO                          | DATE OF ORDER/BUYER<br>11-MAR-13 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell   |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      | BUYER TELEPHONE/FAX<br>270-844-6188 |   | F.O.B<br>DESTINATION                       |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED | SHIP VIA                            |   | VENDOR CONTACT/TELEPHONE<br>(919) 468-4298 |      |            |           |

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

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

PER KEVIN CARDWELL

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY  | UNIT | UNIT PRICE | EXTENSION   |
|------|---|-------------|------|------|------------|-------------|
| 1.1  | TO PROVIDE SERVICES FOR REVIEW ON KU SOLID FUEL PRICING<br><br>DELIVER TO: WRIGHT, JOY POWELL | 11-MAR-13   | 1500 | EACH | \$ 1.00    | \$ 1,500.00 |

**TOTAL** \$ 1,500.00

Case No. 2013-00199



Your Touchstone Energy<sup>®</sup> Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>217440-2</b>                | REVISION<br>1 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420  |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT   | QTY  | UNIT | UNIT PRICE                                 | EXTENSION |
|-----------------------------------|-------------------------|---|--|------|--|-----------|
| VENDOR NO<br>80456                | DELIVER TO              | DATE OF ORDER/BUYER<br>03-JUN-13 Wright, Joy Powell | REVISED DATE/BUYER<br>04-JUN-13 Wright, Joy Powell |      |  |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B  |      |  |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA  | DESTINATION  |      | VENDOR CONTACT/TELEPHONE<br>(919) 468-4298 |           |

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

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

PER KEVIN CARDWELL

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

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION |
|------|--|-------------|---------|------|------------|-----------|
| 1.1  | TO PROVIDE SERVICES FOR REVIEW ON KU SOLID FUEL PRICING<br>..... | 03-JUN-13   | 2133.75 | EACH | \$ 1.00    | \$ 0.00   |
|      | THIS SHIPMENT CANCELLED ON: 04-JUN-13                            |             |         |      |            |           |
|      | ORIGINAL QUANTITY ORDERED: 2133.75                               |             |         |      |            |           |
|      | QUANTITY CANCELLED: 2133.75                                      |             |         |      |            |           |
|      | DELIVER TO: WRIGHT, JOY POWELL                                   |             |         |      |            |           |

**TOTAL** \$ 0.00



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>217440-3</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT                         | QTY                | UNIT                                       | UNIT PRICE                               | EXTENSION |
|-----------------------------------|-------------------------|-------------------------------------|--------------------|--|--|-----------|
| VENDOR NO<br>80456                | DELIVER TO              | DATE OF ORDER/BUYER<br>03-JUN-13    | Wright, Joy Powell |  | REVISED DATE/BUYER<br>Wright, Joy Powell |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6188 |                    | F.O.B<br>DESTINATION                       |  |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA                            |                    | VENDOR CONTACT/TELEPHONE<br>(919) 468-4298 |  |           |

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

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

PER KEVIN CARDWELL

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION   |
|------|---|-------------|---------|------|------------|-------------|
| 1.1  | TO PROVIDE SERVICES FOR REVIEW ON KU SOLID FUEL PRICING<br><br>DELIVER TO: WRIGHT, JOY POWELL | 03-JUN-13   | 2158.67 | EACH | \$ 1.00    | \$ 2,158.67 |

**TOTAL**      **\$ 2,158.67**

**AGREEMENT  
FOR  
CONSULTING SERVICES**

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

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. SERVICES TO BE PERFORMED**

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

**ARTICLE 2. COMPENSATION**

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

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

### ARTICLE 3. TERMINATION

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

### ARTICLE 4. INSURANCE

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

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

### ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

#### A. Limitation of Liability

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

#### B. Re-Performance of Services

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

#### C. Hold Harmless

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

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

D. Survival

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. APPLICABLE LAW

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

ARTICLE 8. REPORTS

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

ARTICLE 9. NOTICES

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

TO CLIENT:

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

And to

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

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

**ARTICLE 10. SEVERABILITY**

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

**ARTICLE 11. CONFIDENTIALITY**

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

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

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

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

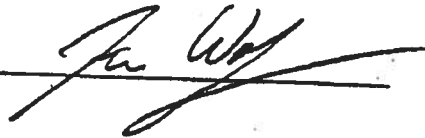
## ARTICLE 12. MISCELLANEOUS

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

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

CATALYST CONSULTING LLC

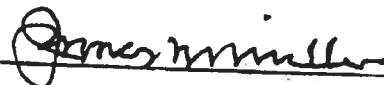
By: \_\_\_\_\_



Title: Member

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

By: \_\_\_\_\_



Title: \_\_\_\_\_



**TABLE A**  
**COMPENSATION**

|               |                              |                             |   |
|---------------|------------------------------|-----------------------------|---|
| <b>Labor:</b> | <b>Member<br/>Associates</b> | <b>John Wolfram<br/>TBD</b> | <b>\$175 per hour<br/>\$175 per hour*</b> |
|---------------|------------------------------|-----------------------------|---|

Hourly rates effective through December 31, 2012.

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

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

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



**AGREEMENT  
FOR  
CONSULTING SERVICES**

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

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. SERVICES TO BE PERFORMED**

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

**ARTICLE 2. COMPENSATION**

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

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

ARTICLE 3. TERMINATION

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

ARTICLE 4. INSURANCE

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

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

ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

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

B. Re-Performance of Services

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

C. Hold Harmless

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

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

D. Survival

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. APPLICABLE LAW

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

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ARTICLE 9. NOTICES

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

TO CLIENT:

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

And to

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

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

**ARTICLE 10. SEVERABILITY**

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

**ARTICLE 11. CONFIDENTIALITY**

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- (i) any and all non-public information (whether written, digital or in any other form) contained in or relating to the Services,
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- F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
- G. Big Rivers shall be considered a third-party beneficiary of the obligations of Consultant under this Agreement.
- H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

## ARTICLE 12. MISCELLANEOUS

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

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

CATALYST CONSULTING LLC

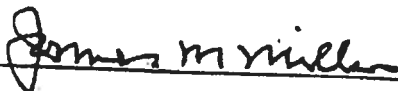
By: \_\_\_\_\_



Title: Member

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

By: \_\_\_\_\_



Title: \_\_\_\_\_

Shareholder

**TABLE A**  
**COMPENSATION**

|        |                      |                     |                                   |
|--------|----------------------|---------------------|-----------------------------------|
| Labor: | Member<br>Associates | John Wolfram<br>TBD | \$175 per hour<br>\$175 per hour* |
|--------|----------------------|---------------------|-----------------------------------|

Hourly rates effective through December 31, 2012.

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

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

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

**AGREEMENT  
FOR  
CONSULTING SERVICES**

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

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. SERVICES TO BE PERFORMED**

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

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### ARTICLE 3. TERMINATION

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

### ARTICLE 4. INSURANCE

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

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

### ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

#### A. Limitation of Liability

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

#### B. Re-Performance of Services

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

#### C. Hold Harmless

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

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

D. Survival

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. APPLICABLE LAW

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

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TO CLIENT:

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Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
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P.O. Box 727 (42302)  
Owensboro, KY  
(270) 926-4000

And to

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

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

**ARTICLE 10. SEVERABILITY**

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- H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

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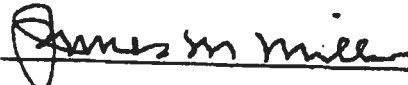
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

CATALYST CONSULTING LLC

By:   
Title: Member

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

By:   
Title: Shareholder

## TABLE A

### COMPENSATION

|               |                   |                     |                        |
|---------------|-------------------|---------------------|------------------------|
| <b>Labor:</b> | <b>Member</b>     | <b>John Wolfram</b> | <b>\$175 per hour</b>  |
|               | <b>Associates</b> | <b>TBD</b>          | <b>\$175 per hour*</b> |

Hourly rates effective through December 31, 2012.

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

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

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

**AGREEMENT  
FOR  
CONSULTING SERVICES**

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

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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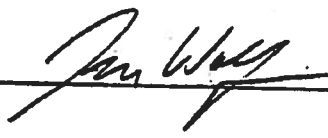
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## ARTICLE 12. MISCELLANEOUS

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

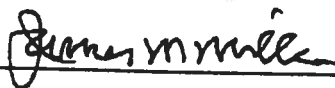
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

CATALYST CONSULTING LLC

By: 

Title: Member

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

By: 

Title: Shareholder

**TABLE A**  
**COMPENSATION**

|               |                   |                     |                        |
|---------------|-------------------|---------------------|------------------------|
| <b>Labor:</b> | <b>Member</b>     | <b>John Wolfram</b> | <b>\$175 per hour</b>  |
|               | <b>Associates</b> | <b>TBD</b>          | <b>\$175 per hour*</b> |

Hourly rates effective through December 31, 2012.

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

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

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

**AGREEMENT  
FOR  
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 18th day of January, 2013, by and between Catalyst Consulting LLC ("Consultant") with offices located at 3308 Haddon Road, Louisville, Kentucky, 40241; phone (502) 599-1739, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation.

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. SERVICES TO BE PERFORMED**

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

**ARTICLE 2. COMPENSATION**

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

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

ARTICLE 3. TERMINATION

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

ARTICLE 4. INSURANCE

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

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

ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

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

B. Re-Performance of Services

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

C. Hold Harmless

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

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

D. Survival

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. APPLICABLE LAW

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

ARTICLE 8. REPORTS

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

ARTICLE 9. NOTICES

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

TO CLIENT:

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

And to



Billie J. Richert  
Big Rivers Electric Corporation  
201 Third Street  
Henderson, KY 42420  
(270) 844-6190

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

#### ARTICLE 10. SEVERABILITY

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

#### ARTICLE 11. CONFIDENTIALITY

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

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

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


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

## ARTICLE 12. MISCELLANEOUS

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

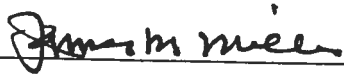
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

CATALYST CONSULTING LLC

By: 

Title: Member

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

By: 

Title: Shareholder

**TABLE A**  
**COMPENSATION**

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

Hourly rates effective through June 30, 2013.

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

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

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

**AGREEMENT  
FOR  
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 28th day of February, 2013, by and between Catalyst Consulting LLC ("Consultant") with offices located at 3308 Haddon Road, Louisville, Kentucky, 40241; phone (502) 599-1739, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation ("Big Rivers").

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. SERVICES TO BE PERFORMED**

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

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

ARTICLE 3. TERMINATION

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

ARTICLE 4. INSURANCE

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

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

ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

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B. Re-Performance of Services

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

C. Hold Harmless

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

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

D. Survival

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. APPLICABLE LAW

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

And to

Billie J. Richert  
Big Rivers Electric Corporation  
201 Third Street  
Henderson, KY 42420  
(270) 844-6190

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

ARTICLE 10. SEVERABILITY

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

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  - (ii) oral disclosures of non-public information or data relating to the Services, or
  - (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

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

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




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

## ARTICLE 12. MISCELLANEOUS

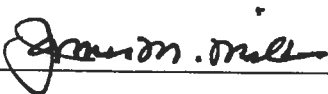
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

CATALYST CONSULTING LLC

By:   
Title: Member

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

By:   
Title: Shareholder

## TABLE A

### COMPENSATION

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

Hourly rates effective through December 31, 2013.

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Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

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

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

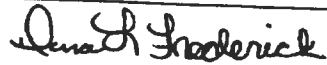
# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>211718</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |  |  |       |           |
|---|------------|--|--|-------|-----------|
| VENDOR NO<br>80264  | DELIVER TO | DATE OF ORDER/BUYER<br>15-MAY-12 Frederick, Dana Leigh | REVISED DATE/BUYER<br>Frederick, Dana Leigh  |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(812) 246-3860   |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> <p>QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:<br/>           DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139<br/>           FAX (888) 514-3178<br/>           EMAIL: DANA.FREDERICK@BIGRIVERS.COM</p> |            |  |  |       |           |
|   |            |  | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table>                       | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |  |  |       |           |
|   |            |  | <br>_____ |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                    |               |           |
|------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>211718</b> | REVISION<br>0 | PAGE<br>2 |
|------------------------------------|---------------|-----------|

SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION                 |
|------|-------------------------|-------------|-----|------|------------|---------------------------|
|      |                         |             |     |      |            | <b>TOTAL</b> \$ 18,000.00 |
|      |                         |             |     |      |            | <i>Dan H. Frederick</i>   |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>211718-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Thrd Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Thrd Street  
 Henderson, KY 42420

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

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

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

|              |                  |
|--------------|------------------|
| <b>TOTAL</b> | <b>CONTINUED</b> |
|--------------|------------------|

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>211718-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

Case No. 2013-00199  
 Attachment for PSC 1-45  
 Page 96 of 362

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>211718-2</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

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

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

|       |           |
|-------|-----------|
| TOTAL | CONTINUED |
|-------|-----------|



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| BLANKET PURCHASE ORDER                             |               |           |
|--|---------------|-----------|
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| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>211718-3</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|                                   |            |  |   |
|-----------------------------------|------------|--|---|
| VENDOR NO<br>80264                | DELIVER TO | DATE OF ORDER/BUYER<br>10-JUL-12 Johnson, April Ruleen | REVISED DATE/BUYER<br>Johnson, April Ruleen |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-8207                    | F.O.B<br>DESTINATION                        |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(812) 246-3860  |

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

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

|                  |                      |
|------------------|----------------------|
| TOTAL            | <input type="text"/> |
| <b>CONTINUED</b> |                      |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-3 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| PURCHASE ORDER NO<br><b>211718-4</b> | REVISION<br>0 | PAGE<br>1 |
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SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

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

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 FAX (888) 514-3178  
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TOTAL

CONTINUED

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-4 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|---------|------|--------------|-------------|
| 1.1  | ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS |             | 1671.63 | EACH | \$ 1.00      | \$ 1,671.63 |
|      |  |             |         |      | <b>TOTAL</b> | \$ 1,671.63 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| PURCHASE ORDER NO<br><b>211718-5</b> | REVISION<br>0 | PAGE<br>1 |
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SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

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

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

TOTAL CONTINUED

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>211718-5</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|---------|------|--------------|-------------|
| 1.1  | ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS |             | 2590.58 | EACH | \$ 1.00      | \$ 2,590.58 |
|      |  |             |         |      | <b>TOTAL</b> | \$ 2,590.58 |

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 104 of 362

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-6 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
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**SHIP TO:**  
 201 Thlrd Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Thlrd Street  
 Henderson, KY 42420

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

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

**TOTAL**  **CONTINUED**



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>211718-6</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|---------|------|--------------|---|
| 1.1  | ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS |             | 1711.09 | EACH | \$ 1.00      | \$ 1,711.09   |
|      |  |             |         |      | <b>TOTAL</b> | \$ 1,711.09   |
|      |  |             |         |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 106 of 362 |

# Big Rivers

ELECTRIC CORPORATION

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-7 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

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**TOTAL**

**CONTINUED**

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-7 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

Case No. 2013-00199  
 Attachment for PSC 1-45  
 Page 108 of 362

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| PURCHASE ORDER NO<br><b>211718-8</b> | REVISION<br>0 | PAGE<br>1 |
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SHIP TO:  
 201 Third Street  
 Henderson, KY 42420

BILL TO:  
 201 Third Street  
 Henderson, KY 42420

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

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**TOTAL**

# Big Rivers

ELECTRIC CORPORATION

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-8 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
201 Third Street  
Henderson, KY 42420

**BILL TO:**  
201 Third Street  
Henderson, KY 42420

| ITEM  | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY    | UNIT | UNIT PRICE   | EXTENSION   |
|---|--|-------------|--------|------|--------------|-------------|
| 1.1   | ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS |             | 1187.4 | EACH | \$ 1.00      | \$ 1,187.40 |
|   |  |             |        |      | <b>TOTAL</b> | \$ 1,187.40 |
| <p style="text-align: right;">Case No. 2013-00199<br/>Attachment for PSC 1-45<br/>Page 110 of 362</p> |  |             |        |      |              |             |



Deloitte Financial Advisory  
Services LLP  
JPMorgan Chase Tower  
2200 Ross Avenue, Suite 1600  
Dallas, TX 75201-6778  
USA  
Tel: +1 214 840 7000  
www.deloitte.com

June 12, 2013

Mr. James M. Miller  
Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
100 St. Ann Street, P.O. Box 727  
Owensboro, Kentucky 42302-0727

Re: Engagement to provide expert testimony to Kentucky Public Service Commission on behalf of Big Rivers Electric Corporation

Dear Mr. Miller:

#### UNDERSTANDING OF ROLE

This letter sets forth the agreement between Sullivan, Mountjoy, Stainback & Miller, P.S.C. ("Counsel") and Deloitte Financial Advisory Services LLP ("Deloitte FAS"), effective as of May 31, 2013, whereby Deloitte FAS personnel will provide to Counsel the services described herein (this "Engagement"). We understand that such services are being requested by Counsel in connection with Counsel's representation of Big Rivers Electrical Corporation (the "Company") in the above-entitled matter and related matters. We agree that William K. Snyder (the "Expert Witness") will be prepared to testify as to his work and opinions in the above-entitled matter.

We understand that the work product and files of the Expert Witness may be subject to discovery; however until such material are subpoenaed, they will be maintained by us as confidential in accordance with the terms hereof

Counsel agrees that it will advise Deloitte FAS in a timely manner of any applicable legal requirements concerning the services to be provided by Deloitte FAS, including, without limitation, the identification of any reports to be provided by Deloitte FAS, the formats of, and filing deadlines for, such reports, and the legal requirements, if any, concerning the retention of our notes, draft reports, or other work product. Deloitte FAS does not, in advance of obtaining sufficient relevant information and completing its analyses, provide any assurance that it will be able to support any position.

Deloitte FAS is prepared to provide assistance in reading the financial information and other data relevant to this matter in order to assist Counsel in its evaluation of the Intervenor's testimony regarding the potential impact of a Chapter 11 filing on the Company. The specific procedures to be performed by Deloitte FAS will be mutually established based on discussions with you as the Engagement progresses and additional information is obtained during the course of the Engagement. Deloitte FAS is also prepared to provide mutually agreeable assistance in any other areas that may be identified during the course of this Engagement.

The Company agrees that, without Deloitte FAS' prior written permission, any reports, schedules, documents, or other materials provided by Deloitte FAS ("Deloitte FAS Work product") are not to be

Mr. James M. Miller  
June 12, 2013  
[Page 2]

used, in whole or in part, by the Company for any purpose other than in connection with the resolution or disposition of the disputed matters or controversies that are the subject of this Engagement (the "Dispute"), and are not to be disclosed, quoted or referenced, in whole or in part, to any other person or entity ("third party") other than the Company's members and those third parties that are adverse to the Company in the Dispute, their legal counsel, other consultants to legal counsel in this matter and any court or other tribunal in which the Dispute is then pending. This Engagement shall not create privity between Deloitte FAS and any third party. Neither the Deloitte FAS Work product nor the services provided hereunder are intended for the express or implied benefit of any third party.

#### CONFLICTS

We performed an internal search for any potential client conflicts (the "Conflicts Search") based upon the names of the parties that you have provided (the "Involved Parties"). Nothing has come to our attention that, in our judgment, would impair our ability to objectively serve you in this Engagement. Except for the Conflicts Search, we have not undertaken any process to identify any other relationships with the Involved Parties. Company agrees that it will inform us promptly of additional parties to this matter or of name changes for those parties whose names were provided by Company.

As you know, Deloitte FAS and its affiliates have many clients and we are engaged by new clients every day. Therefore, we cannot assure that, following the completion of our Conflicts Search, an engagement relating to one or more of the Involved Parties will not be accepted. You can assist us in monitoring any potential future conflicts by promptly disclosing our retention to the other side, but of course only if consistent with your case strategy. Should any potential conflict come to the attention of our Engagement Principal, we will endeavor to resolve such potential conflict and will determine what action needs to be taken.

Any counsel representing parties involved in this matter may have in the past engaged, represented or opposed, and may currently or in the future engage, represent or oppose, Deloitte FAS, its affiliates or their respective personnel in connection with matters unrelated to this Engagement.

#### ENGAGEMENT STAFFING AND FEES

I will participate as Engagement Principal, maintaining overall responsibility for the engagement on behalf of Deloitte FAS. Amit Singh will serve as the engagement manager, coordinating daily management of the engagement assisted, as appropriate, by staff. Technical support may also be provided by other professionals who will be identified during the course of the Engagement.

We bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Our per-hour billing rates are as follows:

| Title                         | Hourly Rate   |
|-------------------------------|---------------|
| Partners/Principals/Directors | \$525 - \$695 |
| Senior Managers               | \$450 - \$525 |
| Managers                      | \$395 - \$450 |
| Senior Associates             | \$325 - \$395 |
| Associates                    | \$250 - \$325 |
| Paraprofessionals             | \$150 - \$250 |

Mr. James M. Miller  
June 12, 2013  
[Page 3]

|                |       |
|----------------|-------|
| William Snyder | \$695 |
| Amit Singh     | \$425 |

We have also agreed to a blended rate cap of \$495 per hour. Each invoice will also apply the monthly blended rate cap such that you would pay each month the lesser of (x) fees billed at our actual rates during that month (after giving effect to the discounts above) and (y) fees calculated based upon the blended hourly rate of \$495.

Payments made hereunder shall be made to:

Bank Name: CITIBANK  
ABA #: 031100209  
Account Name: Deloitte Financial Advisory Services LLP  
Account #: 3874-0717

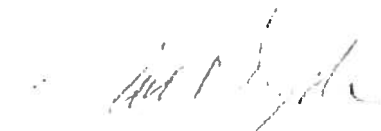
The scope of our services, as well as the complexity and duration of this Engagement, can vary greatly due to circumstances which may not be anticipated. Our fees and expenses are not contingent upon the final resolution of the matters that are the subject of this Engagement. It is our normal practice that we be paid in full for all work performed to date prior to our issuance of any report and/or providing testimony.

In addition, we will be compensated for any time and actual expenses (including, without limitation, reasonable legal fees and expenses) that we may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings (including, without limitation, those unrelated to the matters that are the subject of this Engagement) as a result of Deloitte FAS' performance of these services.

The attached General Business Terms are incorporated by reference into this engagement letter. For the purposes of the attached General Business Terms, "Client" shall mean the Company.

If you agree to the terms of this letter and the attached General Business Terms, please sign and have your client sign the enclosed copy of this letter in the space provided and return it to me. If you have any questions, please call me at (214) 415 7167. We appreciate the opportunity to work for you and look forward to your prompt response.

Very truly yours,



William K. Snyder, Principal  
Deloitte Financial Advisory Services LLP

Encl.



---

Mr. James M. Miller  
June 12, 2013  
[Page 4]

Accepted on behalf of Big Rivers Electric Corporation

By: James M. Miller

Title: Counsel for Big Rivers Electric Corporation

Date: James M. Miller

Sullivan, Mountjoy, Stainback & Miller, P.S.C.

June 12, 2013

**APPENDIX A: GENERAL BUSINESS TERMS**

**1. Services.**

- a) The services provided by Deloitte Financial Advisory Services LLP ("Deloitte FAS") (the "Services") under the engagement letter to which these terms are attached (the "Engagement Letter") will be performed under the Standards for Consulting Services of the American Institute of Certified Public Accountants. The Services may include advice and recommendations, but Deloitte FAS will not make any decisions on behalf of Client in connection with the implementation of such advice and recommendations.
- b) The Services may include, for purposes of gathering information, access to the work of other public accountants or to financial statements or financial information reported on by other public accountants; however, access is not for the purpose of affirming or evaluating the auditing procedures or related professional standards used by such other public accountants.
- c) Client acknowledges that draft or tentative reports, findings, conclusions or advice that are provided to Client, whether written or oral, may be subject to further revision by Deloitte FAS.

**2. Payment of Invoices.** Client will compensate Deloitte FAS under the terms of the Engagement Letter for the Services performed and expenses incurred, through the term or effective date of termination of this engagement. Deloitte FAS' invoices are due upon receipt. If payment is not received within thirty (30) days of the receipt of an invoice (i) such invoice shall accrue a late charge equal to the lesser of (a) 1½% per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, and (ii) Deloitte FAS may also suspend or terminate the Services. Client shall be responsible for any taxes imposed on the Services or on this engagement, other than taxes imposed by employment withholding for Deloitte FAS' personnel or on Deloitte FAS' income or property.

**3. Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. This engagement may be terminated by Client or Deloitte FAS at any time on the delivery of written notice of termination to the other.

**4. Deliverables and Working Papers.**

- a) Deloitte FAS has rights in, and may, in connection with the performance of the Services, use, create, modify, or acquire rights in, works of authorship, materials, information, and other intellectual property (collectively, the "Deloitte FAS Technology").
- b) Upon full payment to Deloitte FAS hereunder, and subject to the terms and conditions contained herein, (i) the tangible items specified as deliverables or work product in the Engagement Letter (the "Deliverables") shall become the property of Client, and (ii) Deloitte FAS hereby grants Client a royalty-free, fully paid-up, worldwide, non-exclusive license to use the Deloitte FAS Technology contained in the Deliverables in connection with the use of such Deliverables. Except for the foregoing license grant, Deloitte FAS or its licensors retain all rights in and to all Deloitte FAS Technology.
- c) Working Papers. The working papers created by Deloitte FAS during this engagement are the property of Deloitte FAS. Client understands that Deloitte FAS does not retain working papers indefinitely.

**5. Limitation on Damages and Actions.**

- a) Deloitte FAS, its subsidiaries and subcontractors, and their respective personnel shall not be liable to Client for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the fees paid by Client to Deloitte FAS pursuant to this engagement, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte FAS or its subcontractors. In no event shall Deloitte FAS, its subsidiaries or subcontractors, or their respective personnel be liable to Client for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement.
- b) In circumstances where any limitation on damages provision hereunder is unavailable, the aggregate liability of Deloitte FAS, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of Deloitte FAS and its subcontractors bears to all other conduct giving rise to such Claim.
- c) No action, regardless of form, relating to this engagement, may be brought by any party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the due date of the last payment owing to the party bringing such action.

**6. Client Responsibilities.** Client shall cooperate with Deloitte FAS in the performance of the Services, including providing Deloitte FAS with reasonable facilities and timely access to data, information and personnel of Client. Client shall be responsible for the performance of its personnel and agents, and ensuring the accuracy and completeness of all data and information provided to Deloitte FAS for purposes of the performance of the Services. Deloitte FAS' performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Deloitte FAS shall be entitled to rely on all decisions and approvals of Client.

**7. Force Majeure.** Neither Client nor Deloitte FAS shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor disputes, war or other violence, or any law, order or requirement of any governmental agency or authority.

**8. Independent Contractor.** It is understood and agreed that, with respect to the relationship between Deloitte FAS, on the one hand, and Client, on the other hand, (i) each party hereto is an independent contractor and neither party is nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

**9. Confidentiality.** To the extent that, in connection with this engagement, either Deloitte FAS or Client (each the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third

Sullivan, Mountjoy, Stainback & Miller, P.S.C.

May 31, 2013

party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information: (a) as expressly permitted in the Engagement Letter; (b) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this Section 9; (c) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (d) to the extent such information (1) is or becomes publicly available other than as the result of a disclosure in breach hereof, (2) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (3) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (4) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Nothing in this Section 9 shall alter Client's obligations under the Engagement Letter. Deloitte FAS, however, may use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel.

**10. Professional and Regulatory Actions.** Without limiting any other right to terminate this engagement that Deloitte FAS may have under the Engagement Letter, these terms or law Deloitte FAS may terminate this engagement upon written notice to Client if Deloitte FAS determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules.

**11. Survival and Interpretation.** All provisions which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this engagement. No affiliated or related entity of Deloitte FAS, or such entities' personnel, shall have any liability hereunder to Client and Client will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this engagement. Without limiting the foregoing, such affiliated and related entities are intended third-party beneficiaries of these terms, and may in their own right enforce such terms. Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term "including" shall be deemed to be followed by "without limitation".

**12. Assignment and Subcontracting.** Except as provided below, none of the parties may assign any of its rights or obligations hereunder (including interests or Claims) without the prior written consent of the other parties. Client hereby consents to Deloitte FAS assigning or subcontracting any portion of the Services to any affiliate or related entity whether located within or outside of the United States. Services performed hereunder by Deloitte FAS' subcontractors shall be invoiced as professional fees on the same basis as Services performed by Deloitte FAS personnel, unless otherwise agreed.

**13. Waiver of Jury Trial.** DELOITTE FAS AND CLIENT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

**14. Entire Agreement, Amendment and Notices.** These terms and the Engagement Letter, including attachments, constitute the entire agreement between Deloitte FAS and Client with respect to this engagement, supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by a written agreement signed by the parties. In the event of any conflict or ambiguity between these terms and the Engagement Letter, these terms shall control. All notices hereunder shall be (a) in writing, (b) delivered to the representatives of the parties at the addresses set forth in the Engagement Letter, unless changed by any party by notice to the other parties, and (c) effective upon receipt.

**16. Governing Law, Jurisdiction and Venue, and Severability.** These terms, the Engagement Letter, including, attachments, and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in New York County, the State of New York. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of these terms or the Engagement Letter is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

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

August 30, 2012

**VIA U.S. MAIL**

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

Dear Mr. Bailey:

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

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

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

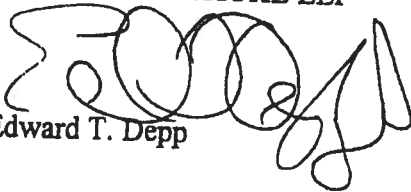
Bills for our legal services, including expenses, will be sent to you on a monthly basis. Payment is due upon receipt of each invoice. You will be responsible for payment regardless of the outcome of the matter. It is understood that Dinsmore & Shohl reserves the right to withdraw from representing you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

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

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

Very truly yours,

DINSMORE & SHOHL LLP

  
Edward T. Depp

AGREED AND ACCEPTED:

**BIG RIVERS ELECTRIC CORPORATION**

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

ETD/lb

947385v1

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

September 20, 2012

**VIA U.S. MAIL**

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

Dear Mr. Bailey:

Thank you for selecting Dinsmore & Shohl to act as co-counsel to Big Rivers Electric Corporation with respect to an anticipated rate case before the Kentucky Public Service Commission. This letter will confirm your engagement of the firm and will describe the basis upon which we will provide legal services to you.

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

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

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

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to it, and to fully and accurately disclose to us all facts and documents that may

Mark A. Bailey  
September 20, 2012  
Page 2 of 2

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be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings and other proceedings, as required.

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

Very truly yours,

DINSMORE & SHOHL LLP

  
Edward T. Depp

AGREED AND ACCEPTED:

**BIG RIVERS ELECTRIC CORPORATION**

By: \_\_\_\_\_  
Mark A. Bailey

Title: \_\_\_\_\_  
President and CEO

Date: \_\_\_\_\_

ETD/lb

947385v1

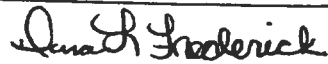
Case No. 2013-00199  
Attachment for PSC 1-45  
Page 120 of 362



Your Touchstone Energy Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>214608</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thlrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thlrd Street<br>Henderson, KY 42420 |               |           |

|  |            |  |   |
|--|------------|--|---|
| VENDOR NO<br>80322   | DELIVER TO | DATE OF ORDER/BUYER<br>17-OCT-12 Frederick, Dana Leigh | REVISED DATE/BUYER<br>Frederick, Dana Leigh   |
| PAYMENT TERMS<br>30 NET DAYS   |            | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       | F.O.B<br>DESTINATION  |
| FREIGHT TERMS<br>ALLOWED/INCLUDED  |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>( )   |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> <p>QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:<br/>           DANA FREDERICK - HEADQUARTERS      PHONE (270) 844-6139<br/>              FAX (888) 514-3178<br/>              EMAIL: DANA.FREDERICK@BIGRIVERS.COM</p> |            |  |   |
|  |            |  | TOTAL      CONTINUED  |
|  |            |  | <br>Case No. 2013-00199<br>Attachment for PSC 1-45 |




# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>214608</b>                  | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION                                 | DELIVERY DT | QTY | UNIT | UNIT PRICE  | EXTENSION           |
|------|---|-------------|-----|------|---|---------------------|
| 1.1  | ADVERTISING/PR SERVICES<br>DELIVER TO:MITCHELL, PAULA L |             | 1   | EACH | \$ 11349.67   | \$ 11,349.67        |
| 2.1  | PR FEE<br>DELIVER TO:MITCHELL, PAULA L                  |             | 1   | EACH | \$ 2345.00  | \$ 2,345.00         |
| 3.1  | PR FEES<br>DELIVER TO:MITCHELL, PAULA L                 |             | 1   | EACH | \$ 125.00   | \$ 125.00           |
|      |   |             |     |      | <b>TOTAL</b>  | <b>\$ 13,819.67</b> |
|      |   |             |     |      | <br>Page No 2003-900999<br>Mitch Anderson 445<br>Page 122 of 362 |                     |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative 

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

## PURCHASE ORDER

|                                    |               |           |
|------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>217345</b> | REVISION<br>0 | PAGE<br>1 |
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SHIP TO:  
 201 Third Street  
 Henderson, KY 42420

BILL TO:  
 201 Third Street  
 Henderson, KY 42420

| ITEM  | PART NUMBER/DESCRIPTION | DELIVERY DT                                      | QTY | UNIT   | UNIT PRICE | EXTENSION                                   |
|---|-------------------------|--|-----|--|------------|---|
| VENDOR NO<br>80322  |                         | DELIVER TO                                       |     | DATE OF ORDER/BUYER<br>05-MAR-13 Frederick, Dana LeIgh |            | REVISED DATE/BUYER<br>Frederick, Dana LeIgh |
| PAYMENT TERMS<br>30 NET DAYS  |                         | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178 |     | F.O.B<br>DESTINATION                                   |            |   |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |                         | SHIP VIA   |     | VENDOR CONTACT/TELEPHONE<br>( )                        |            |   |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> <p>QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:<br/>                 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139<br/>                 FAX (888) 514-3178<br/>                 EMAIL: DANA.FREDERICK@BIGRIVERS.COM</p> |                         |  |     |  |            |   |

| ITEM | PART NUMBER/DESCRIPTION                                  | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION   |
|------|--|-------------|-----|------|------------|-------------|
| 1.1  | COMMUNICATIONS SERVICES<br>DELIVER TO: MITCHELL, PAULA L |             | 1   | EACH | \$ 6127.50 | \$ 6,127.50 |

**TOTAL** \$ 6,127.50

*Dana Frederick*

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

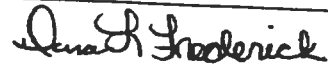
| BLANKET PURCHASE ORDER                             |               |           |
|--|---------------|-----------|
| PURCHASE ORDER NO<br><b>210858</b>                 | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |

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

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

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

PER JAY RASMUSSEN

|   |       |           |
|---|-------|-----------|
|   | TOTAL | CONTINUED |
|  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br><b>210858</b> | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|---|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION   |
|------|-------------------------|-------------|-----|------|------------|---|
|      |                         |             |     |      |            | <b>TOTAL</b> <span style="border: 1px solid black; padding: 2px;">\$ 70,000.00</span> |
|      |                         |             |     |      |            | <i>Qua D Frederick</i>  |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
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| PURCHASE ORDER NO<br><b>210858-1</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

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|---|------------|--|--|-------|-----------|
| VENDOR NO<br>67681  | DELIVER TO | DATE OF ORDER/BUYER<br>03-APR-12 Johnson, April Ruleen | REVISED DATE/BUYER<br>Johnson, April Ruleen                              |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6207                    | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(317) 838-4413                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> <p>QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:<br/> DANA FREDERICK - HEADQUARTERS    PHONE (270) 844-6139<br/>    FAX (888) 514-3178<br/>    EMAIL: DANA.FREDERICK@BIGRIVERS.COM</p> <p>PER JAY RASMUSSEN</p> |            |  |  |       |           |
|   |            |  | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |  |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br><b>210858-1</b> | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|---|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                  | DELIVERY DT | QTY      | UNIT | UNIT PRICE   | EXTENSION                                      |
|------|--|-------------|----------|------|--------------|--|
| 1.1  | MISO TRANSMISSION OWNERS' LEGAL AND ADMINISTRATIVE COSTS |             | 15836.56 | EACH | \$ 1.00      | \$ 15,836.56                                   |
|      |  |             |          |      | <b>TOTAL</b> | <b>\$ 15,836.56</b>                            |
|      |  |             |          |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative 

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

## BLANKET PURCHASE ORDER

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| PURCHASE ORDER NO<br><b>210858-2</b> | REVISION<br>0 | PAGE<br>1 |
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SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

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

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

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

PER JAY RASMUSSEN

TOTAL

CONTINUED

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>210858-2 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION          |
|------|--|-------------|---------|------|--------------|--------------------|
| 1.1  | MISO TRANSMISSION OWNERS' LEGAL AND ADMINISTRATIVE COSTS |             | 8387.31 | EACH | \$ 1.00      | \$ 8,387.31        |
|      |  |             |         |      | <b>TOTAL</b> | <b>\$ 8,387.31</b> |



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>210858-3 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

|  |                   |   |  |
|--|-------------------|---|--|
| <b>VENDOR NO</b><br>67881                | <b>DELIVER TO</b> | <b>DATE OF ORDER/BUYER</b><br>29-JUN-12 Johnson, April Ruleen | <b>REVISED DATE/BUYER</b><br>Johnson, April Ruleen |
| <b>PAYMENT TERMS</b><br>30 NET DAYS      |                   | <b>BUYER TELEPHONE/FAX</b><br>270-844-6207                    | <b>F.O.B</b>                                       |
| <b>FREIGHT TERMS</b><br>ALLOWED/INCLUDED |                   | <b>SHIP VIA</b>   | <b>DESTINATION</b>                                 |
|  |                   |   | <b>VENDOR CONTACT/TELEPHONE</b><br>(317) 838-4413  |

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

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

PER JAY RASMUSSEN

|              |                  |
|--------------|------------------|
| <b>TOTAL</b> | <b>CONTINUED</b> |
|--------------|------------------|

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>210858-3 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>210858-4</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

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|--|------------|--|--|-------|-----------|
| VENDOR NO<br>67681   | DELIVER TO | DATE OF ORDER/BUYER<br>13-DEC-12 Johnson, April Ruleen | REVISED DATE/BUYER<br>Johnson, April Ruleen                              |       |           |
| PAYMENT TERMS<br>30 NET DAYS   |            | BUYER TELEPHONE/FAX<br>270-844-6207                    | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED  |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(317) 838-4413                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> <p>QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:<br/>           DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139<br/>           FAX (888) 514-3178<br/>           EMAIL: DANA.FREDERICK@BIGRIVERS.COM</p> <p>PER JAY RASMUSSEN</p> |            |  |  |       |           |
|  |            |  | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL  | CONTINUED  |  |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>210858-4</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>210858-5 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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|--|-------------------|---|--|
| <b>VENDOR NO</b><br>67681                | <b>DELIVER TO</b> | <b>DATE OF ORDER/BUYER</b><br>17-DEC-12 Johnson, April Ruleen | <b>REVISED DATE/BUYER</b><br>Johnson, April Ruleen |
| <b>PAYMENT TERMS</b><br>30 NET DAYS      |                   | <b>BUYER TELEPHONE/FAX</b><br>270-844-6207                    | <b>F.O.B</b>                                       |
| <b>FREIGHT TERMS</b><br>ALLOWED/INCLUDED |                   | <b>SHIP VIA</b>   | <b>DESTINATION</b>                                 |
|  |                   |   | <b>VENDOR CONTACT/TELEPHONE</b><br>(317) 838-4413  |

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 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER JAY RASMUSSEN

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|--|--------------|--|
|  | <b>TOTAL</b> | <input type="text" value="CONTINUED"/> |
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# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>210858-5 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Thrd Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Thrd Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|---------|------|--------------|-------------|
| 1.1  | MISO TRANSMISSION OWNERS' LEGAL AND ADMINISTRATIVE COSTS |             | 6602.79 | EACH | \$ 1.00      | \$ 6,602.79 |
|      |  |             |         |      | <b>TOTAL</b> | \$ 6,602.79 |



Your Touchstone Energy® Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>215909-1</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY   | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|---|------|------------|-----------|
| VENDOR NO<br>67681                | DELIVER TO              | DATE OF ORDER/BUYER<br>22-FEB-13 Johnson, April Ruleen | REVISED DATE/BUYER<br>Johnson, April Ruleen |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207                    | F.O.B<br>DESTINATION                        |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(317) 836-4413  |      |            |           |

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

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|---------|------|--------------|-------------|
| 1.1  | BLANKET PURCHASE ORDER FOR MISO<br>TRANSMISSION OWNERS LEGAL AND ADM COSTS |             | 5313.77 | EACH | \$ 1.00      | \$ 5,313.77 |
|      |  |             |         |      | <b>TOTAL</b> | \$ 5,313.77 |



Your Touchstone Energy® Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>215909-2</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT                         | QTY | UNIT   | UNIT PRICE | EXTENSION                                   |
|-----------------------------------|-------------------------|-------------------------------------|-----|--|------------|---|
| VENDOR NO<br>67681                |                         | DELIVER TO                          |     | DATE OF ORDER/BUYER<br>04-MAR-13 Johnson, April Ruleen |            | REVISED DATE/BUYER<br>Johnson, April Ruleen |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207 |     | F.O.B<br>DESTINATION                                   |            |   |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA                            |     | VENDOR CONTACT/TELEPHONE<br>(317) 838-4413             |            |   |

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| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION          |
|------|--|-------------|---------|------|--------------|--------------------|
| 1.1  | BLANKET PURCHASE ORDER FOR MISO<br>TRANSMISSION OWNERS LEGAL AND ADM COSTS |             | 6895.95 | EACH | \$ 1.00      | \$ 6,895.95        |
|      |  |             |         |      | <b>TOTAL</b> | <b>\$ 6,895.95</b> |





RECEIVED

JUL 12 2013

PUBLIC SERVICE COMMISSION

CORPORATE FILES VAULT CONTRACT/AGREEMENT SUBMITTAL FORM

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

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

Contract/Agreement/and Amendment Number: 150.0.62.5

Contract Administration File Identification Number:

Originator (Person's Name): Mark Bailey

Department: Administration

Subject: Exhibit A - APM Services

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

DATES — DOCUMENT: Jan-12

Board Approval:

RUS Approval:

KPSC Approval:

Retention/Review/Closing Date: Permanent

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

Work Order: Location:

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

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

## EXHIBIT A – APM Services

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

### I. Trading and Counterparty Controls and Risk Policies:

#### A. Credit

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

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

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

### **B. Contracts**

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

### C. Trading Control

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

### D. Risk Management and Training

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

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

**E. Regulatory and Market Development Participation**

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

**F. Electric Reliability Organization (ERO) Compliance Consulting**

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

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

**II. Portfolio Management and Operations:**

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

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

## A. Portfolio Management

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



electric power and energy.

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

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

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

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

**RTO / ISO Market Selection**

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

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

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

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

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

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

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

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

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

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

**C. Transmission Risk Management**

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

**III. Portfolio Modeling and Risk Analytics Cluster**

**A. Portfolio Modeling and Transaction Analysis**

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

analytics and quantification intended to:

- i) Identify risk exposure of Member power supply portfolio to normal market variation and to stress events
  - ii) Support Member risk reporting responsibilities
  - iii) Assist in determining the economic fit and fundamental value for various portfolio hedge products
  - iv) Demonstrate cost and risk tradeoffs associated with hedging strategies
  - v) Support measuring cost uncertainties around the portfolio
  - vi) Assist in determining fundamental power supply asset valuation components (modeling longer-term cash flows and option values)
  - vii) Assist in providing metrics to support Member management within their risk tolerances.
- 2) **Reporting:** The modeling is intended to be delivered with a mutually agreed routine reporting (monthly or less) frequency to account for market and portfolio changes. Reporting output and timing has a dependency on Member input parameters. APM will provide written reports with recommendations, advice, information, evaluations, data, and risk metrics designed to meet Member's needs. Other customized reports will be prepared at Member's request and, at APM's option, at Member's incremental cost.

#### IV. Settlements:

##### A. Settlements

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

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

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

**V. Ad Hoc Consulting and Other Services:**

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

[Particular Service Name]: [Description]

**VI. Member Annual Service Fees:**

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

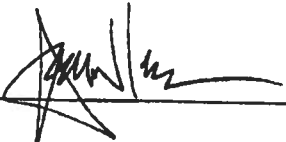
**CONFIDENTIAL & PROPRIETARY**

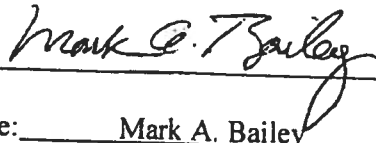
agreed upon the next year's Annual Service Fees, such fees, as well as the fees for all other APM Members, shall be approved by the APM Board of Managers. Upon approval by the APM Board of Managers, Member shall pay to APM the Annual Services fees as established for the next year in accordance with the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

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

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

**BIG RIVERS ELECTRIC  
CORPORATION**

By:   
Name: David J. Tudor  
Title: President & CEO

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



135.0.49.3

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

July 17, 2012

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

Re: Proposal to Provide Governmental Relations and Management Consulting Services

Dear Mark:

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

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

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

#### **Scope of Representation**

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

Mr. Mark A. Bailey

July 17, 2012

Page 2 of 4

provides advisory and consulting services:

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

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

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

Mr. Mark A. Bailey

July 17, 2012

Page 3 of 4

### **General**

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

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

### **Term**

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

### **Fees and Expenses**

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

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

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

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

Sincerely yours,



David A. Spainhoward  
Member  
American Management Consulting LLC

ACCEPTED AND AGREED:

BIG RIVERS ELECTRIC CORPORATION

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

DATE: July 23, 2012

Felicia T. Burda  
*Burda Bankruptcy Consulting, LLC*  
6810 Lisa Lane  
Atlanta, Georgia 30338  
404-307-1329  
[fburda@burdabankruptcy.com](mailto:fburda@burdabankruptcy.com)

February 16, 2013

James M. Miller, Esq.  
Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
100 St. Ann Street  
Owensboro, KY 42303  
VIA EMAIL TRANSMISSION to [jmiller@smsmlaw.com](mailto:jmiller@smsmlaw.com)

**Re: Restructuring and Bankruptcy Counsel for Big Rivers Electric Corporation**

Dear Jim,

This letter confirms that Sullivan, Mountjoy, Stainback & Miller, P.S.C. (SMSM) wishes to retain Burda Bankruptcy Consulting, LLC (BBC) as a consulting firm to develop and administer a process, pursuant to SMSM's guidance, to solicit, evaluate and select counsel for Big Rivers Electric Corporation (BREC) to advise it with respect to restructuring and bankruptcy. Thank you for the offer, and BBC is delighted to accept it. I confirm that BBC has no actual or potential conflict of interest. I will be the only individual working on the matter, and my hourly rate, given the matter's sensitivity, complexity, urgency and required commitment, is \$290. BBC will also charge for reimbursement of any expenses incurred at the actual cost to BBC.

I will keep time in .1 increments and daily entries for this matter will be "lumped" into one entry. I will send SMSM a bill via email to you on or about the first of every month and would hope to receive payment within a few weeks by mail to my attention at 6810 Lisa Lane, Atlanta, GA 30338, with the check made payable to Burda Bankruptcy Consulting, LLC. I understand that BREC will pay BBC's bill directly.

I understand that BREC has given SMSM the appropriate authority and approval for this retention. SMSM and BREC understand that in addition to my ownership of BBC, I am an employee of a non-related law firm, Brice, Vander Linden & Wernick, P.C. (BVW). BVW is a national creditor's rights law firm based in Dallas and has a contractual relationship with National Bankruptcy Services (NBS), the nation's largest subservicer of residential mortgage loans in bankruptcy. The business of BVW and NBS, and the work that I do for BVW, present no actual or potential conflict of interest as it is all related to residential foreclosures, secured creditor issues in consumer bankruptcy cases, and most particularly, residential mortgage servicing issues in chapter 13 cases. The highest official of both BVW and NBS, Lawrence J. Buckley, has consented to this retention. SMSM and BREC acknowledge that this retention is of BBC only.

If these terms, procedures and stated understandings are acceptable to SMSM and BREC, please return a signed copy of this letter to me by email transmission. Thank you for thinking of me, and I look forward to working with you.

Sincerely yours,



Felicia T. Burda

CC: Michael A. Fiorella, Esq.

HAVE SEEN AND AGREED:



James M. Miller, Esq.

Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
Counsel for Big Rivers Electric Corporation

Dated: 2/16/2013



Your Touchstone Energy Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>212516</b>                  | REVISION<br>1 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |  |   |       |           |
|---|------------|--|---|-------|-----------|
| VENDOR NO<br>11363  | DELIVER TO | DATE OF ORDER/BUYER<br>02-JUL-12 Hensley, Bruce  | REVISED DATE/BUYER<br>10-OCT-12 Hensley, Bruce  |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6173 888-518-3410 | F.O.B<br>DESTINATION  |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400  |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> <p>A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.</p> |            |  |   |       |           |
|   |            |  | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table>                              | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |  |   |       |           |
|   |            |  | <p><i>Bruce Hensley</i><br/>           Case No. 2013-00199<br/>           Attachment for PSC 1-45</p> |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>212516</b>                  | REVISION<br>1 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

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

Case No: 2013-00189  
 Attachment for PSC 1-45  
 Page 24 of 362





Your Touchstone Energy Cooperative 

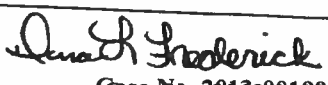
**VENDOR:** **BURNS AND MC DONNELL ENGINEERING CO INC**  
**9400 WARD PARKWAY**  
**KANSAS CITY, MO 64114-3319**

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>214218</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |  |   |
|---|------------|--|---|
| VENDOR NO<br>11363  | DELIVER TO | DATE OF ORDER/BUYER<br>27-SEP-12 Frederick, Dana Leigh | REVISED DATE/BUYER<br>Frederick, Dana Leigh |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       | F.O.B                                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA   | DESTINATION                                 |
| Special Instructions: This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order |            |  | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400  |

PER TED KELLY

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

|  |  |           |
|--|--|-----------|
|  | TOTAL  | CONTINUED |
|  | <br>Case No. 20133000999<br>Attachment for PSC 1445 |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>214218</b>                  | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY | UNIT | UNIT PRICE  | EXTENSION    |
|------|--|-------------|-----|------|---|--------------|
| 1.1  | <p>DEPRECIATION STUDY IN REFERENCE TO BURNS &amp; MCDONNELL'S AUGUST 29, 2012 RESPONSE TO BIG RIVERS' RFP 12160 AND TED KELLY'S 9/26/12 EMAIL DEFINING ADJUSTMENTS TO COST AND SCHEDULE TO BE PERFORMED ON A EXPEDITED BASIS.</p> <p>DELIVER TO: BOWLES, MARY SUSAN</p> <p>QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:<br/>           Dana Frederick - Headquarters<br/>           PHONE (270) 844-6139 FAX<br/>           (888) 514-3178 EMAIL:<br/>           dana.frederick@bigrivers.com</p> |             | 1   | EACH | \$ 46700.00   | \$ 46,700.00 |
|      |  |             |     |      | <b>TOTAL</b>  | \$ 46,700.00 |
|      |  |             |     |      | <p>Case No. 2013-00199<br/> <i>Quintin J. [Signature]</i><br/>           Page 26 of 362</p> |              |

**Rob Toerne**

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

Rob,

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

- Completion of the project initiation meeting by conference call
- No additional property inspections - only a discussion of operation and maintenance activities with Bob Berry on generation and his counterpart on the transmission side
- Big Rivers will provide required data in an expedited manner

TIM TAPP

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

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

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

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

Sincerely,

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

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

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**EXPEDITED**

**Schedule of Professional Fees and Expenses**

Big Rivers Electric Corp. Depreciation Study

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

**EXPEDITED**  
**Proposed Project Timeline**  
**Big Rivers Electric Corporation**  
**Depreciation Study**

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

Length of Task █  
 Contract Award ◆

Kickoff Meeting Conference Call ●  
 Final Report ★ Draft Report ▼



August 29, 2012

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

Re: Proposal for Depreciation Study: RFP 12160

Dear Madame or Sir,

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

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

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

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

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

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

Sincerely,

Jeffrey J. Greig  
Senior Vice President and General Manager

Ted J. Kelly  
Director - Business Analysis

Case No. 2013-00199

Attachment for PSC 1-45

Page 30 of 362

# Work Plan and Methodology



## **Project Understanding**

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

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

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

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

## **Scope of Work**

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

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

# Work Plan and Methodology

(continued)



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

## Work Plan

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

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

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

Task 1 – Collect Data

Task 2 – Conduct Kickoff Meeting and Review Data

Task 3 – Update Engineering Assessment

Task 4 – Update Model, Analyze Depreciation Rates

Task 5 – Develop Proposed Depreciation Rates

Task 7 – Review Depreciation Rates and Service Lives

Case No. 2013-00199

Attachment for PSC 1-45

Page 32 of 362



# Work Plan and Methodology

(continued)



Task 8 – Prepare Draft Report

Task 9 – Finalize Report

Task 10 – Respond to RUS (if needed)

## Methodology

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

### Task 1 – Collect Data

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

### Task 2 – Conduct Kickoff Meeting and Review Data

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

### Task 3 – Update Engineering Assessment

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

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

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

# Work Plan and Methodology

(continued)



## *Task 4 – Update Model, Analyze Depreciation Rates*

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

## *Task 5 – Analyze External Factors*

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

## *Task 6 – Develop Proposed Depreciation Rates*

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

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

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

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

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

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

# Work Plan and Methodology

(continued)



**Task 7 – Review  
Depreciation Rates and  
Service Lives**

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

**Task 8 – Prepare Draft  
Report**

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

**Task 9 – Finalize  
Report**

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

**Respond to RUS (as  
needed)**

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

**Additional Regulatory  
Support Services (as  
needed)**

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

# Firm Dollar Cost



## Firm Dollar Cost

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

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

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

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

## Schedule of Professional Fees and Expenses

### Big Rivers Electric Corp. Depreciation Study

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

**TOTAL FIRM DOLLAR COST \$56,400**

# Timeline



## Project Timeline

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

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

**Big Rivers Electric Corporation  
Depreciation Study  
Proposed Project Timeline**

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

**Key:** Length of Task [bar]      Kickoff Meeting ●      Draft Report ▼  
 Contract Award ◆      Final Report ★

# Conflicts of Interest



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

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                    |               |           |
|------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>212394</b> | REVISION<br>0 | PAGE<br>1 |
|------------------------------------|---------------|-----------|

SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

|                                   |            |  |  |
|-----------------------------------|------------|--|--|
| VENDOR NO<br>11363                | DELIVER TO | DATE OF ORDER/BUYER<br>22-JUN-12 Toeme, Robert Frank | REVISED DATE/BUYER<br>Toeme, Robert Frank  |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-8029 888-288-6219     | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400 |

**Special Instructions:** This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order  
 A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.

TOTAL CONTINUED

(Case No. 2013580199)

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>212394</b>                  | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION     |
|------|-------------------------|-------------|-----|------|------------|---------------|
|      |                         |             |     |      |            | <b>TOTAL</b>  |
|      |                         |             |     |      |            | \$ 279,500.00 |
|      |                         |             |     |      |            |               |



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>212394-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

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 201 Third Street  
 Henderson, KY 42420

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

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

**TOTAL**

**CONTINUED**

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>212394-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION  |
|------|---|-------------|-----|------|--------------|--|
| 1.1  | PERFORM ENGINEERING SERVICES DESCRIBED WITH THE BURNS & MAC PROPOSAL DATED JUNE 1, 2012 TO DEVELOP AN FGD ISLAND SPECIFICATION. EXISTING GENERAL SERVICES AGREEMENT DATED APRIL 26, 2010 WILL APPLY TO THIS ORDER.<br><br>DELIVER TO: ROBESON, ERIC MICHAEL |             | .1  | EACH | \$ 279500.00 | \$ 27,950.00   |
|      |   |             |     |      | <b>TOTAL</b> | \$ 27,950.00   |
|      |   |             |     |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 42 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>212394-2 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Thlrd Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Thlrd Street  
 Henderson, KY 42420

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

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

**TOTAL**

**CONTINUED**

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>212394-2 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>217773</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT                                      | QTY  | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|--|------|------------|-----------|
| VENDOR NO<br>11363                | DELIVER TO              | DATE OF ORDER/BUYER<br>26-MAR-13 Hensley, Bruce  | REVISED DATE/BUYER<br>Hensley, Bruce       |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6173 888-518-3410 | F.O.B<br>DESTINATION                       |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400 |      |            |           |

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

CONFIRMING ORDER

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY   | UNIT | UNIT PRICE | EXTENSION    |
|------|---|-------------|-------|------|------------|--------------|
| 1.1  | PROVIDE SERVICES TO COMPLETE A FAIR MARKET VALUE ESTIMATE FOR DB WILSON STATION PER BURNS & MCDONNELL PROPOSAL LETTER DATED 24-JAN-2013<br><br>DELIVER TO: BARONOWSKY, LAWRENCE V | 08-FEB-13   | 35000 | EACH | \$ 1.00    | \$ 35,000.00 |

**TOTAL** \$ 35,000.00

*Bruce Hensley*

Case No. 2013-00199

Attachment for PSC 1-45

Page 45 of 362



Your Touchstone Energy® Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>218315</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY | UNIT  | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|-----|---|------------|-----------|
| VENDOR NO<br>11363                | DELIVER TO              | DATE OF ORDER/BUYER<br>26-APR-13 Frederick, Dana Leigh |     | REVISED DATE/BUYER<br>Frederick, Dana Leigh |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       |     | F.O.B<br>DESTINATION                        |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   |     | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400  |            |           |

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

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

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY | UNIT | UNIT PRICE  | EXTENSION    |
|------|---|-------------|-----|------|-------------|--------------|
| 1.1  | PROVIDE COLEMAN STATION VALUATION<br>DELIVER TO: BRAUNECKER, DUANE EDWARD |             | 1   | EACH | \$ 10000.00 | \$ 10,000.00 |

**TOTAL** \$ 10,000.00

*Dana R. Frederick*



Your Touchstone Energy<sup>®</sup> Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>218315</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY | UNIT  | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|-----|---|------------|-----------|
| VENDOR NO<br>11363                | DELIVER TO              | DATE OF ORDER/BUYER<br>26-APR-13 Frederick, Dana Leigh |     | REVISED DATE/BUYER<br>Frederick, Dana Leigh |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       |     | F.O.B<br>DESTINATION                        |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   |     | VENDOR CONTACT/TELEPHONE<br>(816) 333-9400  |            |           |

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

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

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY | UNIT | UNIT PRICE  | EXTENSION    |
|------|---|-------------|-----|------|-------------|--------------|
| 1.1  | PROVIDE COLEMAN STATION VALUATION<br>DELIVER TO: BRAUNECKER, DUANE EDWARD |             | 1   | EACH | \$ 10000.00 | \$ 10,000.00 |

**TOTAL** \$ 10,000.00

*Dana Frederick*

Case No. 2018-00199

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>217440-1</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION             | DELIVERY DT   | QTY  | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------------------|---|--|------|------------|-----------|
| VENDOR NO<br>80456                | DELIVER TO                          | DATE OF ORDER/BUYER<br>11-MAR-13 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell   |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      | BUYER TELEPHONE/FAX<br>270-844-6188 |   | F.O.B<br>DESTINATION                       |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED | SHIP VIA                            |   | VENDOR CONTACT/TELEPHONE<br>(919) 468-4298 |      |            |           |

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

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

PER KEVIN CARDWELL

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY  | UNIT | UNIT PRICE | EXTENSION   |
|------|---|-------------|------|------|------------|-------------|
| 1.1  | TO PROVIDE SERVICES FOR REVIEW ON KU SOLID FUEL PRICING<br><br>DELIVER TO: WRIGHT, JOY POWELL | 11-MAR-13   | 1500 | EACH | \$ 1.00    | \$ 1,500.00 |

**TOTAL** \$ 1,500.00

Case No. 2013-00199





Your Touchstone Energy<sup>®</sup> Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>217440-2</b>                | REVISION<br>1 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT   | QTY  | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|---|--|------|------------|-----------|
| VENDOR NO<br>80456                | DELIVER TO              | DATE OF ORDER/BUYER<br>03-JUN-13 Wright, Joy Powell | REVISED DATE/BUYER<br>04-JUN-13 Wright, Joy Powell |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B<br>DESTINATION                               |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(919) 468-4298         |      |            |           |

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

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

PER KEVIN CARDWELL

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

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION |
|------|--|-------------|---------|------|------------|-----------|
| 1.1  | TO PROVIDE SERVICES FOR REVIEW ON KU SOLID FUEL PRICING<br>.....   | 03-JUN-13   | 2133.75 | EACH | \$ 1.00    | \$ 0.00   |
|      | THIS SHIPMENT CANCELLED ON: 04-JUN-13<br>ORIGINAL QUANTITY 2133.75<br>ORDERED: QUANTITY 2133.75<br>CANCELLED: QUANTITY 2133.75<br>DELIVER TO: WRIGHT, JOY POWELL |             |         |      |            |           |

**TOTAL** \$ 0.00

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>217440-3</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT                         | QTY                | UNIT                                       | UNIT PRICE                               | EXTENSION |
|-----------------------------------|-------------------------|-------------------------------------|--------------------|--|--|-----------|
| VENDOR NO<br>80456                | DELIVER TO              | DATE OF ORDER/BUYER<br>03-JUN-13    | Wright, Joy Powell |  | REVISED DATE/BUYER<br>Wright, Joy Powell |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6188 |                    | F.O.B<br>DESTINATION                       |  |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA                            |                    | VENDOR CONTACT/TELEPHONE<br>(919) 468-4298 |  |           |

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

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

PER KEVIN CARDWELL

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION   |
|------|---|-------------|---------|------|------------|-------------|
| 1.1  | TO PROVIDE SERVICES FOR REVIEW ON KU SOLID FUEL PRICING<br><br>DELIVER TO: WRIGHT, JOY POWELL | 03-JUN-13   | 2158.67 | EACH | \$ 1.00    | \$ 2,158.67 |

**TOTAL**      \$ 2,158.67

**AGREEMENT  
FOR  
CONSULTING SERVICES**

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

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. SERVICES TO BE PERFORMED**

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

**ARTICLE 2. COMPENSATION**

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

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

ARTICLE 3. TERMINATION

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

ARTICLE 4. INSURANCE

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

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

ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

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

B. Re-Performance of Services

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

C. Hold Harmless

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

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

D. Survival

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. APPLICABLE LAW

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

ARTICLE 8. REPORTS

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

ARTICLE 9. NOTICES

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

TO CLIENT:

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

And to

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

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

**ARTICLE 10. SEVERABILITY**

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

**ARTICLE 11. CONFIDENTIALITY**

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

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

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

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

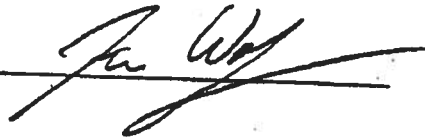
## ARTICLE 12. MISCELLANEOUS

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

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

CATALYST CONSULTING LLC

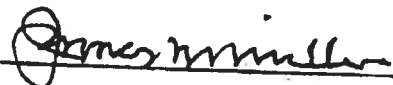
By: \_\_\_\_\_



Title: Member

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

By: \_\_\_\_\_



Title: \_\_\_\_\_





**TABLE A**  
**COMPENSATION**

|               |                              |                             |   |
|---------------|------------------------------|-----------------------------|---|
| <b>Labor:</b> | <b>Member<br/>Associates</b> | <b>John Wolfram<br/>TBD</b> | <b>\$175 per hour<br/>\$175 per hour*</b> |
|---------------|------------------------------|-----------------------------|---|

Hourly rates effective through December 31, 2012.

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

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

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

**AGREEMENT  
FOR  
CONSULTING SERVICES**

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

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. SERVICES TO BE PERFORMED**

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

**ARTICLE 2. COMPENSATION**

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

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

ARTICLE 3. TERMINATION

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

ARTICLE 4. INSURANCE

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

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

ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

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

B. Re-Performance of Services

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

C. Hold Harmless

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

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

D. Survival

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. APPLICABLE LAW

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

ARTICLE 8. REPORTS

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

ARTICLE 9. NOTICES

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

TO CLIENT:

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

And to

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

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

**ARTICLE 10. SEVERABILITY**

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

**ARTICLE 11. CONFIDENTIALITY**

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

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

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

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

## ARTICLE 12. MISCELLANEOUS

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

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

CATALYST CONSULTING LLC

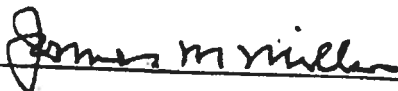
By: \_\_\_\_\_



Title: Member

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

By: \_\_\_\_\_



Title: \_\_\_\_\_

Shareholder

**TABLE A**  
**COMPENSATION**

|        |                      |                     |                                   |
|--------|----------------------|---------------------|-----------------------------------|
| Labor: | Member<br>Associates | John Wolfram<br>TBD | \$175 per hour<br>\$175 per hour* |
|--------|----------------------|---------------------|-----------------------------------|

Hourly rates effective through December 31, 2012.

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

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

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



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

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. SERVICES TO BE PERFORMED**

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

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- (b) The Consultant shall submit a statement to the client by the fifth day of each month detailing all compensation due hereunder for the preceding month. Client will pay all charges not in conflict on or about the 20th day of that month.

### ARTICLE 3. TERMINATION

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

### ARTICLE 4. INSURANCE

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

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

### ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

#### A. Limitation of Liability

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

#### B. Re-Performance of Services

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

#### C. Hold Harmless

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

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

D. Survival

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. APPLICABLE LAW

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

And to

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

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

**ARTICLE 10. SEVERABILITY**

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**ARTICLE 11. CONFIDENTIALITY**

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  - (ii) oral disclosures of non-public information or data relating to the Services, or
  - (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

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

- B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:
- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
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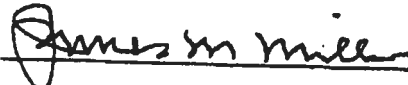
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

CATALYST CONSULTING LLC

By:   
Title: Member

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

By:   
Title: Shareholder

## TABLE A

### COMPENSATION

|               |                   |                     |                        |
|---------------|-------------------|---------------------|------------------------|
| <b>Labor:</b> | <b>Member</b>     | <b>John Wolfram</b> | <b>\$175 per hour</b>  |
|               | <b>Associates</b> | <b>TBD</b>          | <b>\$175 per hour*</b> |

Hourly rates effective through December 31, 2012.

**Travel:** Actual reasonable cost of public transportation, food, lodging, and incidentals.  
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**AGREEMENT  
FOR  
CONSULTING SERVICES**

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

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. SERVICES TO BE PERFORMED**

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

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**ARTICLE 3. TERMINATION**

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

**ARTICLE 4. INSURANCE**

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- a) \$1,000,000 per occurrence and aggregate combined single limits for bodily injury and property damage for general liability,
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**A. Limitation of Liability**

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**D. Survival**

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

**ARTICLE 6. ASSIGNMENT**

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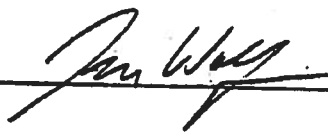
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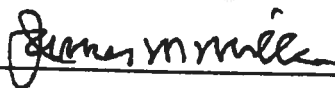
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

CATALYST CONSULTING LLC

By: 

Title: Member

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

By: 

Title: Shareholder

**TABLE A**  
**COMPENSATION**

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

**AGREEMENT  
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THIS AGREEMENT, made as of the 18th day of January, 2013, by and between Catalyst Consulting LLC ("Consultant") with offices located at 3308 Haddon Road, Louisville, Kentucky, 40241; phone (502) 599-1739, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation.

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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**ARTICLE 2. COMPENSATION**

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

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

ARTICLE 3. TERMINATION

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

ARTICLE 4. INSURANCE

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

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

ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

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

B. Re-Performance of Services

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

C. Hold Harmless

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



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

D. Survival

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. APPLICABLE LAW

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

ARTICLE 8. REPORTS

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

ARTICLE 9. NOTICES

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

TO CLIENT:

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

And to

Billie J. Richert  
Big Rivers Electric Corporation  
201 Third Street  
Henderson, KY 42420  
(270) 844-6190

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

#### ARTICLE 10. SEVERABILITY

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

#### ARTICLE 11. CONFIDENTIALITY

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

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

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


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

## ARTICLE 12. MISCELLANEOUS

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

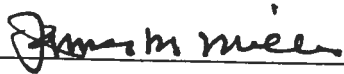
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

CATALYST CONSULTING LLC

By: 

Title: Member

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

By: 

Title: Shareholder

**TABLE A**  
**COMPENSATION**

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

Hourly rates effective through June 30, 2013.

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

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

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

**AGREEMENT  
FOR  
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 28th day of February, 2013, by and between Catalyst Consulting LLC ("Consultant") with offices located at 3308 Haddon Road, Louisville, Kentucky, 40241; phone (502) 599-1739, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation ("Big Rivers").

**WITNESSETH:**

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1. SERVICES TO BE PERFORMED**

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

**ARTICLE 2. COMPENSATION**

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

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

ARTICLE 3. TERMINATION

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

ARTICLE 4. INSURANCE

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

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

ARTICLE 5. LIMITATION OF LIABILITY AND HOLD HARMLESS

A. Limitation of Liability

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B. Re-Performance of Services

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

C. Hold Harmless

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

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

D. Survival

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

ARTICLE 6. ASSIGNMENT

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

ARTICLE 7. APPLICABLE LAW

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TO CLIENT: James M. Miller  
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P.O. Box 727 (42302)  
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(270) 926-4000

And to



Billie J. Richert  
Big Rivers Electric Corporation  
201 Third Street  
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TO CONSULTANT: John Wolfram  
Catalyst Consulting LLC  
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Louisville, Kentucky 40241

ARTICLE 10. SEVERABILITY

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  - (ii) oral disclosures of non-public information or data relating to the Services, or
  - (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

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

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


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

## ARTICLE 12. MISCELLANEOUS

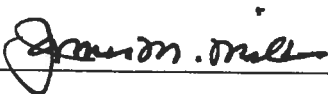
This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by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

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

CATALYST CONSULTING LLC

By:   
Title: Member

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

By:   
Title: Shareholder

## TABLE A

### COMPENSATION

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

Hourly rates effective through December 31, 2013.

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

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

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                    |                      |                  |
|------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>211718 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

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

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

TOTAL

CONTINUED

*Dana Frederick*

Case No. 2013-00199

Attachment for PSC 1-45

Page 93 of 362

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                    |               |           |
|------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>211718</b> | REVISION<br>0 | PAGE<br>2 |
|------------------------------------|---------------|-----------|

SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION                 |
|------|-------------------------|-------------|-----|------|------------|---------------------------|
|      |                         |             |     |      |            | <b>TOTAL</b> \$ 18,000.00 |
|      |                         |             |     |      |            | <i>Dan H. Frederick</i>   |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>211718-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Thrd Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Thrd Street  
 Henderson, KY 42420

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

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

**TOTAL**

**CONTINUED**

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>211718-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

Case No. 2013-00199  
 Attachment for PSC 1-45  
 Page 96 of 362



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>211718-2 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

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

**TOTAL**

**CONTINUED**

Case No. 2013-00199

Attachment for PSC 1-45

Page 97 of 362

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| BLANKET PURCHASE ORDER                             |               |           |
|--|---------------|-----------|
| PURCHASE ORDER NO<br><b>211718-2</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative 

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

| BLANKET PURCHASE ORDER                              |                      |                  |
|---|----------------------|------------------|
| PURCHASE ORDER NO<br><b>211718-3</b>                | REVISION<br><b>0</b> | PAGE<br><b>1</b> |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |                      |                  |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |                      |                  |

|                                   |            |  |   |
|-----------------------------------|------------|--|---|
| VENDOR NO<br><b>80264</b>         | DELIVER TO | DATE OF ORDER/BUYER<br>10-JUL-12 Johnson, April Ruleen | REVISED DATE/BUYER<br>Johnson, April Ruleen |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-8207                    | F.O.B<br>DESTINATION                        |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(812) 246-3860  |

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|  |              |                  |
|--|--------------|------------------|
|  | <b>TOTAL</b> | <b>CONTINUED</b> |
|--|--------------|------------------|

# Big Rivers

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## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>211718-3 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
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 Henderson, KY 42420

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| PURCHASE ORDER NO<br><b>211718-4</b> | REVISION<br>0 | PAGE<br>1 |
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SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

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

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

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

TOTAL

CONTINUED

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-4 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
201 Third Street  
Henderson, KY 42420

**BILL TO:**  
201 Third Street  
Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|---------|------|--------------|-------------|
| 1.1  | ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS |             | 1671.63 | EACH | \$ 1.00      | \$ 1,671.63 |
|      |  |             |         |      | <b>TOTAL</b> | \$ 1,671.63 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| PURCHASE ORDER NO<br><b>211718-5</b> | REVISION<br>0 | PAGE<br>1 |
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SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

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

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EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL CONTINUED

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
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| PURCHASE ORDER NO<br><b>211718-5</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|---------|------|--------------|---|
| 1.1  | ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS |             | 2590.58 | EACH | \$ 1.00      | \$ 2,590.58   |
|      |  |             |         |      | <b>TOTAL</b> | \$ 2,590.58   |
|      |  |             |         |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 104 of 362 |





# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
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| PURCHASE ORDER NO<br><b>211718-6</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|---------|------|--------------|---|
| 1.1  | ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS |             | 1711.09 | EACH | \$ 1.00      | \$ 1,711.09   |
|      |  |             |         |      | <b>TOTAL</b> | \$ 1,711.09   |
|      |  |             |         |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 106 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-7 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

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

**TOTAL**

**CONTINUED**

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-7 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

Case No. 2013-00199  
 Attachment for PSC 1-45  
 Page 108 of 362

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-8 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

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

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|  | <b>TOTAL</b> | <b>CONTINUED</b> |
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# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>211718-8 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
201 Third Street  
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**BILL TO:**  
201 Third Street  
Henderson, KY 42420

| ITEM  | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY    | UNIT | UNIT PRICE   | EXTENSION   |
|---|--|-------------|--------|------|--------------|-------------|
| 1.1   | ONE YEAR BLANKET PURCHASE ORDER FOR PROVIDING CONSULTING SERVICES TO MONITOR MISO GROUPS |             | 1187.4 | EACH | \$ 1.00      | \$ 1,187.40 |
|   |  |             |        |      | <b>TOTAL</b> | \$ 1,187.40 |
| <p style="text-align: right;">Case No. 2013-00199<br/>Attachment for PSC 1-45<br/>Page 110 of 362</p> |  |             |        |      |              |             |



Deloitte Financial Advisory  
Services LLP  
JPMorgan Chase Tower  
2200 Ross Avenue, Suite 1600  
Dallas, TX 75201-6778  
USA  
Tel: +1 214 840 7000  
www.deloitte.com

June 12, 2013

Mr. James M. Miller  
Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
100 St. Ann Street, P.O. Box 727  
Owensboro, Kentucky 42302-0727

Re: Engagement to provide expert testimony to Kentucky Public Service Commission on behalf of Big Rivers Electric Corporation

Dear Mr. Miller:

#### UNDERSTANDING OF ROLE

This letter sets forth the agreement between Sullivan, Mountjoy, Stainback & Miller, P.S.C. ("Counsel") and Deloitte Financial Advisory Services LLP ("Deloitte FAS"), effective as of May 31, 2013, whereby Deloitte FAS personnel will provide to Counsel the services described herein (this "Engagement"). We understand that such services are being requested by Counsel in connection with Counsel's representation of Big Rivers Electrical Corporation (the "Company") in the above-entitled matter and related matters. We agree that William K. Snyder (the "Expert Witness") will be prepared to testify as to his work and opinions in the above-entitled matter.

We understand that the work product and files of the Expert Witness may be subject to discovery; however until such material are subpoenaed, they will be maintained by us as confidential in accordance with the terms hereof

Counsel agrees that it will advise Deloitte FAS in a timely manner of any applicable legal requirements concerning the services to be provided by Deloitte FAS, including, without limitation, the identification of any reports to be provided by Deloitte FAS, the formats of, and filing deadlines for, such reports, and the legal requirements, if any, concerning the retention of our notes, draft reports, or other work product. Deloitte FAS does not, in advance of obtaining sufficient relevant information and completing its analyses, provide any assurance that it will be able to support any position.

Deloitte FAS is prepared to provide assistance in reading the financial information and other data relevant to this matter in order to assist Counsel in its evaluation of the Intervenor's testimony regarding the potential impact of a Chapter 11 filing on the Company. The specific procedures to be performed by Deloitte FAS will be mutually established based on discussions with you as the Engagement progresses and additional information is obtained during the course of the Engagement. Deloitte FAS is also prepared to provide mutually agreeable assistance in any other areas that may be identified during the course of this Engagement.

The Company agrees that, without Deloitte FAS' prior written permission, any reports, schedules, documents, or other materials provided by Deloitte FAS ("Deloitte FAS Work product") are not to be

Mr. James M. Miller  
June 12, 2013  
[Page 2]

used, in whole or in part, by the Company for any purpose other than in connection with the resolution or disposition of the disputed matters or controversies that are the subject of this Engagement (the "Dispute"), and are not to be disclosed, quoted or referenced, in whole or in part, to any other person or entity ("third party") other than the Company's members and those third parties that are adverse to the Company in the Dispute, their legal counsel, other consultants to legal counsel in this matter and any court or other tribunal in which the Dispute is then pending. This Engagement shall not create privity between Deloitte FAS and any third party. Neither the Deloitte FAS Work product nor the services provided hereunder are intended for the express or implied benefit of any third party.

#### CONFLICTS

We performed an internal search for any potential client conflicts (the "Conflicts Search") based upon the names of the parties that you have provided (the "Involved Parties"). Nothing has come to our attention that, in our judgment, would impair our ability to objectively serve you in this Engagement. Except for the Conflicts Search, we have not undertaken any process to identify any other relationships with the Involved Parties. Company agrees that it will inform us promptly of additional parties to this matter or of name changes for those parties whose names were provided by Company.

As you know, Deloitte FAS and its affiliates have many clients and we are engaged by new clients every day. Therefore, we cannot assure that, following the completion of our Conflicts Search, an engagement relating to one or more of the Involved Parties will not be accepted. You can assist us in monitoring any potential future conflicts by promptly disclosing our retention to the other side, but of course only if consistent with your case strategy. Should any potential conflict come to the attention of our Engagement Principal, we will endeavor to resolve such potential conflict and will determine what action needs to be taken.

Any counsel representing parties involved in this matter may have in the past engaged, represented or opposed, and may currently or in the future engage, represent or oppose, Deloitte FAS, its affiliates or their respective personnel in connection with matters unrelated to this Engagement.

#### ENGAGEMENT STAFFING AND FEES

I will participate as Engagement Principal, maintaining overall responsibility for the engagement on behalf of Deloitte FAS. Amit Singh will serve as the engagement manager, coordinating daily management of the engagement assisted, as appropriate, by staff. Technical support may also be provided by other professionals who will be identified during the course of the Engagement.

We bill on a time and expense basis, with our fees determined by the tasks required and the related time spent. Our per-hour billing rates are as follows:

| Title                         | Hourly Rate   |
|-------------------------------|---------------|
| Partners/Principals/Directors | \$525 - \$695 |
| Senior Managers               | \$450 - \$525 |
| Managers                      | \$395 - \$450 |
| Senior Associates             | \$325 - \$395 |
| Associates                    | \$250 - \$325 |
| Paraprofessionals             | \$150 - \$250 |



Mr. James M. Miller  
June 12, 2013  
[Page 3]

|                |       |
|----------------|-------|
| William Snyder | \$695 |
| Amit Singh     | \$425 |

We have also agreed to a blended rate cap of \$495 per hour. Each invoice will also apply the monthly blended rate cap such that you would pay each month the lesser of (x) fees billed at our actual rates during that month (after giving effect to the discounts above) and (y) fees calculated based upon the blended hourly rate of \$495.

Payments made hereunder shall be made to:

Bank Name: CITIBANK  
ABA #: 031100209  
Account Name: Deloitte Financial Advisory Services LLP  
Account #: 3874-0717

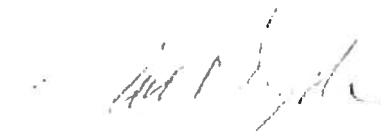
The scope of our services, as well as the complexity and duration of this Engagement, can vary greatly due to circumstances which may not be anticipated. Our fees and expenses are not contingent upon the final resolution of the matters that are the subject of this Engagement. It is our normal practice that we be paid in full for all work performed to date prior to our issuance of any report and/or providing testimony.

In addition, we will be compensated for any time and actual expenses (including, without limitation, reasonable legal fees and expenses) that we may incur in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings (including, without limitation, those unrelated to the matters that are the subject of this Engagement) as a result of Deloitte FAS' performance of these services.

The attached General Business Terms are incorporated by reference into this engagement letter. For the purposes of the attached General Business Terms, "Client" shall mean the Company.

If you agree to the terms of this letter and the attached General Business Terms, please sign and have your client sign the enclosed copy of this letter in the space provided and return it to me. If you have any questions, please call me at (214) 415 7167. We appreciate the opportunity to work for you and look forward to your prompt response.

Very truly yours,



William K. Snyder, Principal  
Deloitte Financial Advisory Services LLP

Encl.

---

Mr. James M. Miller  
June 12, 2013  
[Page 4]

Accepted on behalf of Big Rivers Electric Corporation

By: James M. Miller

Title: Counsel for Big Rivers Electric Corporation

Date: James M. Miller

Sullivan, Mountjoy, Stainback & Miller, P.S.C.

June 12, 2013

**APPENDIX A: GENERAL BUSINESS TERMS**

**1. Services.**

- a) The services provided by Deloitte Financial Advisory Services LLP ("Deloitte FAS") (the "Services") under the engagement letter to which these terms are attached (the "Engagement Letter") will be performed under the Standards for Consulting Services of the American Institute of Certified Public Accountants. The Services may include advice and recommendations, but Deloitte FAS will not make any decisions on behalf of Client in connection with the implementation of such advice and recommendations.
- b) The Services may include, for purposes of gathering information, access to the work of other public accountants or to financial statements or financial information reported on by other public accountants; however, access is not for the purpose of affirming or evaluating the auditing procedures or related professional standards used by such other public accountants.
- c) Client acknowledges that draft or tentative reports, findings, conclusions or advice that are provided to Client, whether written or oral, may be subject to further revision by Deloitte FAS.

**2. Payment of Invoices.** Client will compensate Deloitte FAS under the terms of the Engagement Letter for the Services performed and expenses incurred, through the term or effective date of termination of this engagement. Deloitte FAS' invoices are due upon receipt. If payment is not received within thirty (30) days of the receipt of an invoice (i) such invoice shall accrue a late charge equal to the lesser of (a) 1½% per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law, and (ii) Deloitte FAS may also suspend or terminate the Services. Client shall be responsible for any taxes imposed on the Services or on this engagement, other than taxes imposed by employment withholding for Deloitte FAS' personnel or on Deloitte FAS' income or property.

**3. Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on the completion of the Services. This engagement may be terminated by Client or Deloitte FAS at any time on the delivery of written notice of termination to the other.

**4. Deliverables and Working Papers.**

- a) Deloitte FAS has rights in, and may, in connection with the performance of the Services, use, create, modify, or acquire rights in, works of authorship, materials, information, and other intellectual property (collectively, the "Deloitte FAS Technology").
- b) Upon full payment to Deloitte FAS hereunder, and subject to the terms and conditions contained herein, (i) the tangible items specified as deliverables or work product in the Engagement Letter (the "Deliverables") shall become the property of Client, and (ii) Deloitte FAS hereby grants Client a royalty-free, fully paid-up, worldwide, non-exclusive license to use the Deloitte FAS Technology contained in the Deliverables in connection with the use of such Deliverables. Except for the foregoing license grant, Deloitte FAS or its licensors retain all rights in and to all Deloitte FAS Technology.
- c) Working Papers. The working papers created by Deloitte FAS during this engagement are the property of Deloitte FAS. Client understands that Deloitte FAS does not retain working papers indefinitely.

**5. Limitation on Damages and Actions.**

- a) Deloitte FAS, its subsidiaries and subcontractors, and their respective personnel shall not be liable to Client for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the fees paid by Client to Deloitte FAS pursuant to this engagement, except to the extent resulting from the recklessness, bad faith or intentional misconduct of Deloitte FAS or its subcontractors. In no event shall Deloitte FAS, its subsidiaries or subcontractors, or their respective personnel be liable to Client for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this engagement.
- b) In circumstances where any limitation on damages provision hereunder is unavailable, the aggregate liability of Deloitte FAS, its subsidiaries and subcontractors, and their respective personnel for any claim shall not exceed an amount that is proportional to the relative fault that the conduct of Deloitte FAS and its subcontractors bears to all other conduct giving rise to such claim.
- c) No action, regardless of form, relating to this engagement, may be brought by any party more than one year after the cause of action has accrued, except that an action for non-payment may be brought by a party not later than one year following the due date of the last payment owing to the party bringing such action.

**6. Client Responsibilities.** Client shall cooperate with Deloitte FAS in the performance of the Services, including providing Deloitte FAS with reasonable facilities and timely access to data, information and personnel of Client. Client shall be responsible for the performance of its personnel and agents, and ensuring the accuracy and completeness of all data and information provided to Deloitte FAS for purposes of the performance of the Services. Deloitte FAS' performance is dependent upon the timely and effective satisfaction of Client's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Deloitte FAS shall be entitled to rely on all decisions and approvals of Client.

**7. Force Majeure.** Neither Client nor Deloitte FAS shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor disputes, war or other violence, or any law, order or requirement of any governmental agency or authority.

**8. Independent Contractor.** It is understood and agreed that, with respect to the relationship between Deloitte FAS, on the one hand, and Client, on the other hand, (i) each party hereto is an independent contractor and neither party is nor shall be considered to be, nor shall purport to act as, the other's agent, partner, fiduciary, joint venturer, or representative.

**9. Confidentiality.** To the extent that, in connection with this engagement, either Deloitte FAS or Client (each the "receiving party") comes into possession of any confidential information of the other (the "disclosing party"), it will not disclose such information to any third

Sullivan, Mountjoy, Stainback & Miller, P.S.C.

May 31, 2013

party without the disclosing party's consent, using at least the same degree of care as it employs in maintaining in confidence its own confidential information of a similar nature, but in no event less than a reasonable degree of care. The disclosing party hereby consents to the receiving party disclosing such information: (a) as expressly permitted in the Engagement Letter; (b) to subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this Section 9; (c) as may be required by law, regulation, judicial or administrative process, or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (d) to the extent such information (1) is or becomes publicly available other than as the result of a disclosure in breach hereof, (2) becomes available to the receiving party on a nonconfidential basis from a source that the receiving party believes is not prohibited from disclosing such information to the receiving party, (3) is already known by the receiving party without any obligation of confidentiality with respect thereto, or (4) is developed by the receiving party independently of any disclosures made to the receiving party hereunder. Nothing in this Section 9 shall alter Client's obligations under the Engagement Letter. Deloitte FAS, however, may use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel.

**10. Professional and Regulatory Actions.** Without limiting any other right to terminate this engagement that Deloitte FAS may have under the Engagement Letter, these terms or law Deloitte FAS may terminate this engagement upon written notice to Client if Deloitte FAS determines that the performance of any part of the Services would be in conflict with law, or independence or professional rules.

**11. Survival and Interpretation.** All provisions which are intended by their nature to survive performance of the Services shall survive such performance, or the expiration or termination of this engagement. No affiliated or related entity of Deloitte FAS, or such entities' personnel, shall have any liability hereunder to Client and Client will not bring any action against any such affiliated or related entity or such entity's personnel in connection with this engagement. Without limiting the foregoing, such affiliated and related entities are intended third-party beneficiaries of these terms, and may in their own right enforce such terms. Each of the provisions of these terms shall apply to the fullest extent of the law, whether in contract, statute, tort (such as *negligence*), or otherwise, notwithstanding the failure of the essential purpose of any remedy. Any references herein to the term "including" shall be deemed to be followed by "without limitation".

**12. Assignment and Subcontracting.** Except as provided below, none of the parties may assign any of its rights or obligations hereunder (including interests or Claims) without the prior written consent of the other parties. Client hereby consents to Deloitte FAS assigning or subcontracting any portion of the Services to any affiliate or related entity whether located within or outside of the United States. Services performed hereunder by Deloitte FAS' subcontractors shall be invoiced as professional fees on the same basis as Services performed by Deloitte FAS personnel, unless otherwise agreed.

**13. Waiver of Jury Trial.** DELOITTE FAS AND CLIENT HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM RELATING TO THIS ENGAGEMENT.

**14. Entire Agreement, Amendment and Notices.** These terms and the Engagement Letter, including attachments, constitute the entire agreement between Deloitte FAS and Client with respect to this engagement, supersede all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by a written agreement signed by the parties. In the event of any conflict or ambiguity between these terms and the Engagement Letter, these terms shall control. All notices hereunder shall be (a) in writing, (b) delivered to the representatives of the parties at the addresses set forth in the Engagement Letter, unless changed by any party by notice to the other parties, and (c) effective upon receipt.

**16. Governing Law, Jurisdiction and Venue, and Severability.** These terms, the Engagement Letter, including, attachments, and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of New York (without giving effect to the choice of law principles thereof). Any action based on or arising out of this engagement or the Services shall be brought and maintained exclusively in any state or federal court, in each case located in New York County, the State of New York. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of these terms or the Engagement Letter is unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

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

August 30, 2012

**VIA U.S. MAIL**

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

Dear Mr. Bailey:

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

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

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

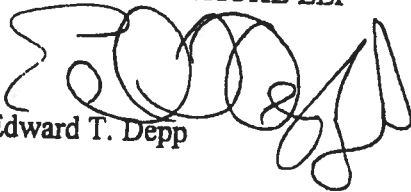
Bills for our legal services, including expenses, will be sent to you on a monthly basis. Payment is due upon receipt of each invoice. You will be responsible for payment regardless of the outcome of the matter. It is understood that Dinsmore & Shohl reserves the right to withdraw from representing you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

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

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

Very truly yours,

DINSMORE & SHOHL LLP

  
Edward T. Depp

AGREED AND ACCEPTED:

**BIG RIVERS ELECTRIC CORPORATION**

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

ETD/lb

947385v1

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

September 20, 2012

**VIA U.S. MAIL**

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

Dear Mr. Bailey:

Thank you for selecting Dinsmore & Shohl to act as co-counsel to Big Rivers Electric Corporation with respect to an anticipated rate case before the Kentucky Public Service Commission. This letter will confirm your engagement of the firm and will describe the basis upon which we will provide legal services to you.

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

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

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

To enable us to represent you effectively, you agree to cooperate fully with us in all matters relating to it, and to fully and accurately disclose to us all facts and documents that may

Mark A. Bailey  
September 20, 2012  
Page 2 of 2

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be relevant to the matter or that we may otherwise request. You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings and other proceedings, as required.

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

Very truly yours,

DINSMORE & SHOHL LLP

Edward T. Depp



AGREED AND ACCEPTED:

**BIG RIVERS ELECTRIC CORPORATION**

By: \_\_\_\_\_  
Mark A. Bailey

Title: \_\_\_\_\_  
President and CEO

Date: \_\_\_\_\_

ETD/lb

947385v1

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 120 of 362

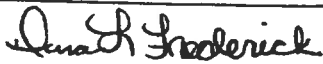




Your Touchstone Energy Cooperative 

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

| PURCHASE ORDER                                     |               |           |
|--|---------------|-----------|
| PURCHASE ORDER NO<br><b>214608</b>                 | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |

|   |            |  |   |       |           |
|---|------------|--|---|-------|-----------|
| VENDOR NO<br>80322  | DELIVER TO | DATE OF ORDER/BUYER<br>17-OCT-12 Frederick, Dana Leigh | REVISED DATE/BUYER<br>Frederick, Dana Leigh   |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       | F.O.B<br>DESTINATION  |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>()  |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> <p>QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:<br/>           DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139<br/>           FAX (888) 514-3178<br/>           EMAIL: DANA.FREDERICK@BIGRIVERS.COM</p> |            |  |   |       |           |
|   |            |  | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table>  | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |  |   |       |           |
|   |            |  | <p><br/>           Case No. 2013-00199</p> |       |           |

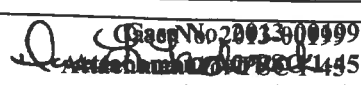
# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>214608</b>                  | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION                                 | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION           |
|------|---|-------------|-----|------|--|---------------------|
| 1.1  | ADVERTISING/PR SERVICES<br>DELIVER TO:MITCHELL, PAULA L |             | 1   | EACH | \$ 11349.67  | \$ 11,349.67        |
| 2.1  | PR FEE<br>DELIVER TO:MITCHELL, PAULA L                  |             | 1   | EACH | \$ 2345.00   | \$ 2,345.00         |
| 3.1  | PR FEES<br>DELIVER TO:MITCHELL, PAULA L                 |             | 1   | EACH | \$ 125.00  | \$ 125.00           |
|      |   |             |     |      | <b>TOTAL</b>   | <b>\$ 13,819.67</b> |
|      |   |             |     |      | <br>Page No 2003-90999<br>Mitch Anderson 445<br>Page 122 of 362 |                     |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative 

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

## PURCHASE ORDER

|                                    |               |           |
|------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>217345</b> | REVISION<br>0 | PAGE<br>1 |
|------------------------------------|---------------|-----------|

SHIP TO:  
 201 Third Street  
 Henderson, KY 42420

BILL TO:  
 201 Third Street  
 Henderson, KY 42420

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT                                      | QTY                   | UNIT                            | UNIT PRICE                                  | EXTENSION |
|-----------------------------------|-------------------------|--|-----------------------|---------------------------------|---|-----------|
| VENDOR NO<br>80322                | DELIVER TO              | DATE OF ORDER/BUYER<br>05-MAR-13                 | Frederick, Dana LeIgh |                                 | REVISED DATE/BUYER<br>Frederick, Dana LeIgh |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178 |                       | F.O.B<br>DESTINATION            |   |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   |                       | VENDOR CONTACT/TELEPHONE<br>( ) |   |           |

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

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

| ITEM | PART NUMBER/DESCRIPTION                                  | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION   |
|------|--|-------------|-----|------|------------|-------------|
| 1.1  | COMMUNICATIONS SERVICES<br>DELIVER TO: MITCHELL, PAULA L |             | 1   | EACH | \$ 6127.50 | \$ 6,127.50 |

**TOTAL** \$ 6,127.50

*Dana Frederick*

Case No. 2013-00199

Attachment for PSC 1-45

Page 123 of 362

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

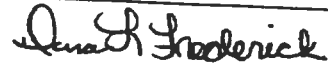
| BLANKET PURCHASE ORDER                             |               |           |
|--|---------------|-----------|
| PURCHASE ORDER NO<br><b>210858</b>                 | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |

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

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

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

PER JAY RASMUSSEN

|  |       |           |
|--|-------|-----------|
|  | TOTAL | CONTINUED |
| <br>_____ |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br><b>210858</b> | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION   |
|------|-------------------------|-------------|-----|------|------------|---|
|      |                         |             |     |      |            | <b>TOTAL</b> <span style="border: 1px solid black; padding: 2px;">\$ 70,000.00</span> |
|      |                         |             |     |      |            | <i>Qua D Frederick</i>  |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>210858-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
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**SHIP TO:**  
201 Third Street  
Henderson, KY 42420

**BILL TO:**  
201 Third Street  
Henderson, KY 42420

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

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

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

PER JAY RASMUSSEN

**TOTAL**

**CONTINUED**

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br><b>210858-1</b> | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|---|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                  | DELIVERY DT | QTY      | UNIT | UNIT PRICE   | EXTENSION                                      |
|------|--|-------------|----------|------|--------------|--|
| 1.1  | MISO TRANSMISSION OWNERS' LEGAL AND ADMINISTRATIVE COSTS |             | 15836.56 | EACH | \$ 1.00      | \$ 15,836.56                                   |
|      |  |             |          |      | <b>TOTAL</b> | <b>\$ 15,836.56</b>                            |
|      |  |             |          |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>210858-2 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

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

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

PER JAY RASMUSSEN

**TOTAL**

**CONTINUED**



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>210858-2 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION          |
|------|--|-------------|---------|------|--------------|--------------------|
| 1.1  | MISO TRANSMISSION OWNERS' LEGAL AND ADMINISTRATIVE COSTS |             | 8387.31 | EACH | \$ 1.00      | \$ 8,387.31        |
|      |  |             |         |      | <b>TOTAL</b> | <b>\$ 8,387.31</b> |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
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| <b>PURCHASE ORDER NO</b><br>210858-3 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

|  |                   |   |  |
|--|-------------------|---|--|
| <b>VENDOR NO</b><br>67881                | <b>DELIVER TO</b> | <b>DATE OF ORDER/BUYER</b><br>29-JUN-12 Johnson, April Ruleen | <b>REVISED DATE/BUYER</b><br>Johnson, April Ruleen |
| <b>PAYMENT TERMS</b><br>30 NET DAYS      |                   | <b>BUYER TELEPHONE/FAX</b><br>270-844-6207                    | <b>F.O.B</b>                                       |
| <b>FREIGHT TERMS</b><br>ALLOWED/INCLUDED |                   | <b>SHIP VIA</b>   | <b>DESTINATION</b>                                 |
|  |                   |   | <b>VENDOR CONTACT/TELEPHONE</b><br>(317) 838-4413  |

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

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

PER JAY RASMUSSEN

**TOTAL**

**CONTINUED**

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>210858-3 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |               |           |
|--------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>210858-4</b> | REVISION<br>0 | PAGE<br>1 |
|--------------------------------------|---------------|-----------|

SHIP TO:  
 201 Third Street  
 Henderson, KY 42420

BILL TO:  
 201 Third Street  
 Henderson, KY 42420

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

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

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

PER JAY RASMUSSEN

|       |           |
|-------|-----------|
| TOTAL | CONTINUED |
|-------|-----------|

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>210858-4</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

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

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>210858-5 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

|  |                   |   |  |
|--|-------------------|---|--|
| <b>VENDOR NO</b><br>67681                | <b>DELIVER TO</b> | <b>DATE OF ORDER/BUYER</b><br>17-DEC-12 Johnson, April Ruleen | <b>REVISED DATE/BUYER</b><br>Johnson, April Ruleen |
| <b>PAYMENT TERMS</b><br>30 NET DAYS      |                   | <b>BUYER TELEPHONE/FAX</b><br>270-844-6207                    | <b>F.O.B</b>                                       |
| <b>FREIGHT TERMS</b><br>ALLOWED/INCLUDED |                   | <b>SHIP VIA</b>   | <b>DESTINATION</b>                                 |
|  |                   |   | <b>VENDOR CONTACT/TELEPHONE</b><br>(317) 838-4413  |

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

PER JAY RASMUSSEN

|  |              |                  |
|--|--------------|------------------|
|  | <b>TOTAL</b> | <b>CONTINUED</b> |
|  |              |                  |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>210858-5 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Thrd Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Thrd Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|---------|------|--------------|-------------|
| 1.1  | MISO TRANSMISSION OWNERS' LEGAL AND ADMINISTRATIVE COSTS |             | 6602.79 | EACH | \$ 1.00      | \$ 6,602.79 |
|      |  |             |         |      | <b>TOTAL</b> | \$ 6,602.79 |



Your Touchstone Energy® Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>215909-1</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY   | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|---|------|------------|-----------|
| VENDOR NO<br>67681                | DELIVER TO              | DATE OF ORDER/BUYER<br>22-FEB-13 Johnson, April Ruleen | REVISED DATE/BUYER<br>Johnson, April Ruleen |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207                    | F.O.B<br>DESTINATION                        |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(317) 836-4413  |      |            |           |

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

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|---------|------|--------------|-------------|
| 1.1  | BLANKET PURCHASE ORDER FOR MISO<br>TRANSMISSION OWNERS LEGAL AND ADM COSTS |             | 5313.77 | EACH | \$ 1.00      | \$ 5,313.77 |
|      |  |             |         |      | <b>TOTAL</b> | \$ 5,313.77 |





Your Touchstone Energy® Cooperative 

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

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>215909-2</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT                         | QTY | UNIT   | UNIT PRICE | EXTENSION                                   |
|-----------------------------------|-------------------------|-------------------------------------|-----|--|------------|---|
| VENDOR NO<br>67681                |                         | DELIVER TO                          |     | DATE OF ORDER/BUYER<br>04-MAR-13 Johnson, April Ruleen |            | REVISED DATE/BUYER<br>Johnson, April Ruleen |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207 |     | F.O.B<br>DESTINATION                                   |            |   |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA                            |     | VENDOR CONTACT/TELEPHONE<br>(317) 838-4413             |            |   |

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

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

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION          |
|------|--|-------------|---------|------|--------------|--------------------|
| 1.1  | BLANKET PURCHASE ORDER FOR MISO<br>TRANSMISSION OWNERS LEGAL AND ADM COSTS |             | 6895.95 | EACH | \$ 1.00      | \$ 6,895.95        |
|      |  |             |         |      | <b>TOTAL</b> | <b>\$ 6,895.95</b> |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy® Cooperative 

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

## BLANKET PURCHASE ORDER

|                                      |               |           |
|--------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>215909-3</b> | REVISION<br>0 | PAGE<br>1 |
|--------------------------------------|---------------|-----------|

SHIP TO:  
 201 Third Street  
 Henderson, KY 42420

BILL TO:  
 201 Third Street  
 Henderson, KY 42420

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY   | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|---|------|------------|-----------|
| VENDOR NO<br>67681                | DELIVER TO              | DATE OF ORDER/BUYER<br>15-MAY-13 Johnson, April Ruleen | REVISED DATE/BUYER<br>Johnson, April Ruleen |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207                    | F.O.B<br>DESTINATION                        |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(317) 838-4413  |      |            |           |

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

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

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION   |
|------|--|-------------|---------|------|------------|-------------|
| 1.1  | BLANKET PURCHASE ORDER FOR MISO<br>TRANSMISSION OWNERS LEGAL AND ADM COSTS |             | 6743.75 | EACH | \$ 1.00    | \$ 6,743.75 |

**TOTAL** \$ 6,743.75

December 2008

To Whom It May Concern:

Enclosed is your fully executed Agreement(s) or Amendment(s). If you have any questions regarding these enclosed document(s), please contact your Fidelity Representative.

Sincerely,

*Michelle Watson*

Michelle Watson  
Documentation Control Coordinator  
Contracts Development and Negotiation

**TRUST AGREEMENT**

**Between**

---

**BIG RIVERS ELECTRIC CORPORATION**

**And**

**FIDELITY MANAGEMENT TRUST COMPANY**

---

**BIG RIVERS ELECTRIC CORPORATION  
DEFERRED COMPENSATION PLAN TRUST**

**Dated as of November 11, 2008**

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**TRUST AGREEMENT**, dated as of the eleventh day of November, 2008 ("Effective Date"), between **BIG RIVERS ELECTRIC CORPORATION**, a Kentucky corporation, having an office at 201 Third Street, Henderson, Kentucky 42420 (the "Sponsor"), and **FIDELITY MANAGEMENT TRUST COMPANY**, a Massachusetts trust company, having an office at 82 Devonshire Street, Boston, Massachusetts 02109 (the "Trustee").

**WITNESSETH:**

**WHEREAS**, the Sponsor is the sponsor of the Big Rivers Electric Corporation Deferred Compensation Plan (the "Plan"); and

**WHEREAS**, the Sponsor wishes to establish an irrevocable trust and to contribute to the Trust assets that shall be held therein, subject to the claims of Sponsor's creditors in the event of Sponsor's Insolvency, as herein defined, until paid to Participants and their beneficiaries in such manner and at such times as specified in the Plan; and

**WHEREAS**, it is the intention of the parties that this Trust shall constitute an unfunded arrangement and shall not affect the status of the Plan as an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management or highly compensated employees for purposes of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA"); and

**WHEREAS**, it is the intention of the Sponsor to make contributions to the Trust to provide itself with a source of funds to assist it in the meeting of its liabilities under the Plan; and

**WHEREAS**, the Trustee is willing to hold and invest the aforesaid plan assets in trust among several investment options selected by the Sponsor; and

**WHEREAS**, the Sponsor also wishes to have the Trustee perform certain ministerial recordkeeping and administrative functions under the Plan; and

**WHEREAS**, the Trustee is willing to perform recordkeeping and administrative services for the Plan if the services are ministerial in nature and are provided within a framework of plan provisions, guidelines and interpretations conveyed in writing to the Trustee by the Administrator (as defined herein).

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the Sponsor and the Trustee agree as follows:

**Section 1. Definitions.**

The following terms as used in this Trust Agreement have the meaning indicated unless the context clearly requires otherwise:

**(a) "Administrator"**

"Administrator" shall mean Big Rivers Electric Corporation identified in the Plan document as the "administrator" of the Plan, or otherwise, the Plan Sponsor.

**(b) "Agreement"**

"Agreement" shall mean this Trust Agreement, and the Schedules and/or Exhibits attached hereto, as the same may be amended and in effect from time to time.

**(c) "Business Day"**

"Business Day" shall mean each day the NYSE is open. The closing of a Business Day shall mean the NYSE's normal closing time of 4:00 p.m.(ET), however, in the event the NYSE closes before such time or alters its closing time, all references to the NYSE closing time shall mean the actual or altered closing time of the NYSE.

**(d) "Code"**

"Code" shall mean the Internal Revenue Code of 1986, as it has been or may be amended from time to time.

**(e) "EDT"**

"EDT" shall mean electronic data transfer.

**(f) "Electronic Services"**

"Electronic Services" shall mean communication and services made available via electronic media.

**(g) "ERISA"**

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as it has been or may be amended from time to time.

**(h) "External Account Information"**

"External Account Information" shall mean account information, including retirement savings account information, from third party websites or other websites maintained by Fidelity or its affiliates.

**(i) "Fidelity Mutual Fund"**

"Fidelity Mutual Fund" shall mean any registered investment company advised by Fidelity Management & Research Company or any of its affiliates.

**(j) "FIIOC"**

"FIIOC" shall mean Fidelity Investments Institutional Operations Company, Inc.

**(k) "In Good Order"**

"In Good Order" shall mean in a state or condition acceptable to the Trustee in its sole discretion,



which the Trustee determines is reasonably necessary for accurate execution of the intended transaction.

**(l) "Insolvency"**

"Insolvency" shall mean that (i) Sponsor is unable to pay its debts as they become due, or (ii) Sponsor is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

**(m) "Insolvent"**

"Insolvent" shall mean that (i) Sponsor is unable to pay its debts as they become due, or (ii) Sponsor is subject to a pending proceeding as a debtor under the United States Bankruptcy Code.

**(n) "Losses"**

"Losses" shall mean any and all loss, damage, penalty, liability, cost and expense, including without limitation, reasonable attorney's fees and disbursements.

**(o) "Mutual Fund"**

"Mutual Fund" shall refer both to Fidelity Mutual Funds and Non-Fidelity Mutual Funds.

**(p) "NAV"**

"NAV" shall mean Net Asset Value.

**(q) "NFSLLC"**

"NFSLLC" shall mean National Financial Services LLC.

**(r) "Non-Fidelity Mutual Fund"**

"Non-Fidelity Mutual Fund" shall mean certain registered investment companies not advised by Fidelity Management & Research Company or any of its affiliates.

**(s) "NYSE"**

"NYSE" shall mean the New York Stock Exchange.

**(t) "Participant"**

"Participant" shall mean, with respect to the Plan, any employee (or former employee) with an account under the Plan, which has not yet been fully distributed and/or forfeited, and shall include the designated beneficiary(ies) with respect to the account of any deceased employee (or deceased former employee) until such account has been fully distributed and/or forfeited.

**(u) "Participant Recordkeeping Reconciliation Period"**

"Participant Recordkeeping Reconciliation Period" shall mean the period beginning on the date of the initial transfer of assets to the Trust and ending on the date of the completion of the

reconciliation of Participant records.

**(v) "Person"**

"Person" shall mean any corporation, joint stock company, limited liability company, association, partnership, joint venture, organization, individual, business or other trust or any other entity or organization of any kind or character, including a court or other governmental authority.

**(w) "PIN"**

"PIN" shall mean personal identification number.

**(x) "Plan"**

"Plan" shall mean the Big Rivers Electric Corporation Deferred Compensation Plan.

**(y) "Plan Administration Design & Discovery Document"**

"Plan Administration Design & Discovery Document" shall mean the document which sets forth the administrative and recordkeeping duties and procedures to be followed by the Trustee in administering the Plan, as such document may be amended and in effect from time to time during the initial implementation of the Plan onto the Fidelity Participant Recordkeeping System ("FPRS"). This document is an interim document and shall be superseded by the approved Plan Administration Manual.

**(z) "Plan Administration Manual"**

"Plan Administration Manual" shall mean the document which sets forth the administrative and recordkeeping duties and procedures to be followed by the Trustee in administering the Plan, as such document may be amended and in effect from time to time. This definition shall include the Plan Administration Design & Discovery Document from the implementation process until the full Plan Administration Manual can be generated and approved.

**(aa) "Plan Sponsor Webstation"**

"Plan Sponsor Webstation" shall mean the graphical windows based application that provides current Plan and Participant information including indicative data, account balances, activity and history.

**(bb) "Reporting Date"**

"Reporting Date" shall mean the last day of each fiscal quarter of the Plan and, if not on the last day of fiscal quarter, the date as of which the Trustee resigns or is removed pursuant to this Agreement or the date as of which this Agreement terminates pursuant to Section 9 hereof.

**(cc) "SEC"**

"SEC" shall mean the Securities and Exchange Commission.

**(dd) "Sponsor"**

“Sponsor” shall mean Big Rivers Electric Corporation, a Kentucky corporation, or any successor to all or substantially all of its businesses which, by agreement, operation of law or otherwise, assumes the responsibility of the Sponsor under this Agreement.

**(ee) “Trust”**

“Trust” shall mean the Big Rivers Electric Corporation Deferred Compensation Plan Trust, being the trust established by the Sponsor and the Trustee pursuant to the provisions of this Agreement.

**(ff) “Trustee”**

“Trustee” shall mean Fidelity Management Trust Company, a Massachusetts trust company and any successor to all or substantially all of its trust business as described in Section 10. The term Trustee shall also include any successor trustee appointed pursuant to Section 10 to the extent such successor agrees to serve as Trustee under this Agreement.

**(gg) “VRS”**

“VRS” shall mean Voice Response System.

**Section 2. Trust.**

**(a) Establishment.**

The Sponsor hereby establishes the Trust with the Trustee. The Trust shall consist of an initial contribution of money or other property acceptable to the Trustee in its sole discretion, made by the Sponsor or transferred from a previous trustee under the Plan, such additional sums of money as shall from time to time be delivered to the Trustee under the Plan, all investments made therewith and proceeds thereof, and all earnings and profits thereon, less the payments that are made by the Trustee as provided herein, without distinction between principal and income. The Trustee hereby accepts the Trust on the terms and conditions set forth in this Agreement. In accepting this Trust, the Trustee shall be accountable for the assets received by it, subject to the terms and conditions of this Agreement.

**(b) Grantor Trust.**

The Trust is intended to be a grantor trust, of which the Sponsor is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Code, as amended, and shall be construed accordingly.

**(c) Trust Assets.**

The principal of the Trust, and any earnings thereon shall be held separate and apart from other funds of the Sponsor and shall be used exclusively for the uses and purposes of Participants and general creditors as herein set forth. Participants and their beneficiaries shall have no preferred claim on, or any beneficial ownership interest in, any assets of the Trust. Any rights created under the Plan and this Agreement shall be mere unsecured contractual rights of Participants and their beneficiaries against the Sponsor. Any assets held by the Trust will be subject to the claims

of the Sponsor's general creditors under federal and state law in the event of Sponsor's Insolvency.

**(d) Non-Assignment.**

Benefit payments to Participants and their beneficiaries funded under this Trust may not be anticipated, assigned (either at law or in equity), alienated, pledged, encumbered, or subjected to attachment, garnishment, levy, execution, or other legal or equitable process.

**Section 3. Payments to Sponsor.**

Except as provided under this Agreement, the Sponsor shall have no right to retain or divert to others any of the Trust assets before all payment of benefits have been made to Participants pursuant to the terms of the Plan.

**Section 4. Disbursements.**

**(a) Directions from Administrator.**

The Trustee shall disburse monies to employee Participants and their beneficiaries for benefit payments in the amounts that the Administrator directs from time to time in writing. The Trustee shall have no responsibility to ascertain whether the Administrator's direction complies with the terms of the Plan or of any applicable law. The Trustee shall be responsible for Federal or State income tax reporting or withholding with respect to such Plan benefits. The Trustee shall not be responsible for FICA (Social Security and Medicare), or any Federal or State unemployment or local tax with respect to Plan distributions.

**(b) Limitations.**

The Trustee shall not be required to make any disbursement in excess of the net realizable value of the assets of the Trust at the time of the disbursement. The Trustee shall not be required to make any disbursement in cash or shares unless the Administrator has provided a written direction as to the assets to be converted to cash or shares for the purpose of making the disbursement.

**Section 5. Investment of Trust.**

**(a) Selection of Investment Options.**

The Trustee shall have no responsibility for the selection of investment options under the Trust and shall not render investment advice to any person in connection with the selection of such options.

**(b) Available Investment Options.**

The Sponsor shall direct the Trustee as to what investment options the Trust shall be invested in (i) during the Participant Recordkeeping Reconciliation Period, and (ii) following the Participant

Recordkeeping Reconciliation Period, subject to the following limitations. The Sponsor may determine to offer as investment options only Mutual Funds, provided, however, that the Trustee shall not be considered a fiduciary with investment discretion. The Sponsor may add or remove investment options with the consent of the Trustee to reflect administrative concerns and upon mutual amendment of this Agreement and the Schedules thereto, to reflect such additions.

**(c) Investment Directions.**

The Sponsor shall direct the Trustee as to how to invest the assets held in the Trust. In order to provide for an accumulation of assets comparable to the contractual liabilities accruing under the Plan, the Sponsor may direct the Trustee in writing to invest the assets held in the Trust to correspond to the hypothetical investments made for Participants in accordance with their direction under the Plan. In such cases, Participants may provide directions with respect to their hypothetical investments under the Plan by use of the system maintained for such purposes by the Trustee or its agents, as may be agreed upon from time to time by the Sponsor and the Trustee, and shall be processed in accordance with the fund exchange provisions set forth in the Plan Administration Manual. The Trustee shall not be liable for any loss or expense that arises from a Participant's exercise or non-exercise of rights under this Section 5 over the assets in the Participant's accounts. In the event that the Trustee fails to receive a proper direction, the assets in question shall be invested in the investment option set forth for such purpose on Schedule "C" until the Trustee receives a proper direction.

**(d) Unfunded Status of Plan.**

The Sponsor's designation of available investment options, the maintenance of accounts for each Participant, the crediting of investments gains (or losses) to such accounts, and the exercise by Participants of any powers relating to investments under this Agreement are solely for the purpose of providing a mechanism for measuring the obligation of the Sponsor to any particular Participant under the applicable Plan. As provided in this Agreement, no Participant will have any preferential claim to or beneficial ownership interest in any asset or investment held in the Trust, and the rights of any Participant under the applicable Plan and this Agreement are solely those of an unsecured general creditor of the Sponsor with respect to the benefits of the Participant under the Plan.

**(e) Mutual Funds.**

On the effective date of this Agreement, in lieu of receiving a printed copy of the prospectus for each Fidelity Mutual Fund selected by the Sponsor as a Plan investment option or short-term investment fund, the Sponsor hereby consents to receiving such documents electronically. The Sponsor shall access each prospectus on the internet after receiving notice from the Trustee that a current version is available online at a website maintained by the Trustee or its affiliate. Trustee represents that on the effective date of this Agreement, a current version of each such prospectus is available at <https://www.fidelity.com> or such successor website as Trustee may notify the Sponsor of in writing from time to time. The Sponsor represents that it has accessed/will access each such prospectus as of the effective date of this Agreement at <https://www.fidelity.com> or such successor website as Trustee may notify the Sponsor of in writing from time to time.

Trust investments in Mutual Funds shall be subject to the following limitations:

**(i) Execution of Purchases and Sales.**

Purchases and sales of Mutual Funds (other than for exchanges) shall be made on the date on which the Trustee receives from the Sponsor in Good Order all information and documentation necessary to accurately effect such transactions and (if applicable) wire transfer of funds.

Exchanges of Mutual Funds shall be processed in accordance with the fund exchange provisions set forth in the Plan Administration Manual.

**(ii) Voting.**

The Sponsor directs the Trustee to vote the shares of Mutual Funds held in the Trust in the same manner as directed by Participants for the corresponding hypothetical shares of Mutual Funds credited to Participants' accounts under the Plan. At the time of mailing of notice of each annual or special stockholders' meeting of any Mutual Fund, the Trustee shall send a copy of the notice and all proxy solicitation materials to each Participant who has hypothetical shares of such Mutual Fund credited to the Participant's account, together with a voting direction form for return to the Trustee or its designee. The Participant shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the hypothetical shares credited to the Participant's account. The Trustee shall vote the shares held in the Trust in a manner which corresponds to Participant directions with respect to the hypothetical shares credited to the Participant's Plan account. The Trustee shall not vote shares for which it has received no corresponding directions from the Participant.

During the Participant Recordkeeping Reconciliation Period, the Sponsor shall have the right to direct the Trustee as to the manner in which the Trustee is to vote the shares of the Mutual Funds in the Trust, including Mutual Fund shares held in any short-term investment fund for liquidity reserve. Following the Participant Recordkeeping Reconciliation Period, the Sponsor shall continue to have the right to direct the Trustee as to the manner in which the Trustee is to vote any Mutual Funds shares held in a short-term investment fund for liquidity reserve. The Trustee shall not vote any such Mutual Fund shares for which it has received no directions from the Sponsor.

With respect to all rights other than the right to vote, the Trustee shall follow the directions of the Sponsor. The Trustee shall have no further duty to solicit directions from the Sponsor or Participants.

**(f) Trustee Powers.**

The Trustee shall have the following powers and authority:

(i) Subject to this Section 5, to sell, exchange, convey, transfer, or otherwise dispose of any property held in the Trust, by private contract or at public auction. No person dealing with the Trustee shall be bound to see to the application of the purchase money or other property delivered to the Trustee or to inquire into the validity, expediency, or propriety of any such sale or other disposition.

(ii) To cause any securities or other property held as part of the Trust to be registered in the Trustee's own name, in the name of one or more of its nominees, or in the Trustee's account with the Depository Trust Company of New York and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such

investments are part of the Trust.

(iii) To keep that portion of the Trust in cash or cash balances as the Sponsor or Administrator may, from time to time, deem to be in the best interest of the Trust.

(iv) To make, execute, acknowledge, and deliver any and all documents of transfer or conveyance and to carry out the powers herein granted.

(v) To borrow funds from a bank or other financial institution not affiliated with the Trustee in order to provide sufficient liquidity to process Plan transactions in a timely fashion, provided that the cost of borrowing shall be allocated in a reasonable fashion to the investment fund(s) in need of liquidity. The Sponsor acknowledges that it has received the disclosure on the Trustee's line of credit program and credit allocation policy and a copy of the text of Prohibited Transaction Exemption 2002-55 prior to executing this Agreement if applicable.

(vi) To settle, compromise, or submit to arbitration any claims, debts, or damages due to or arising from the Trust; to commence or defend suits or legal or administrative proceedings; to represent the Trust in all suits and legal and administrative hearings; and to pay all reasonable expenses arising from any such action, from the Trust if not paid by the Sponsor.

(vii) To employ legal, accounting, clerical, and other assistance as may be required in carrying out the provisions of this Agreement and to pay their reasonable expenses and compensation from the Trust if not paid by the Sponsor.

(viii) To do all other acts, although not specifically mentioned herein, as the Trustee may deem necessary to carry out any of the foregoing powers and the purposes of the Trust.

Notwithstanding any powers granted to Trustee pursuant to this Agreement or to applicable law, Trustee shall not have any power that could give this Trust the objective of carrying on a business and dividing the gains therefrom, within the meaning of Section 301.7701-2 of the Procedure and Administrative Regulations promulgated pursuant to the Code. The Trustee will file an annual fiduciary return to the extent required by law.

## **Section 6. Recordkeeping and Administrative Services to Be Performed.**

### **(a) General.**

The Trustee shall perform those recordkeeping and administrative functions described in Schedule "A" attached hereto. These recordkeeping and administrative functions shall be performed within the framework of the Administrator's written directions regarding the Plan's provisions, guidelines and interpretations. The Sponsor acknowledges that the Trustee will be working to streamline and standardize its service model and agrees to reasonably cooperate with the Trustee in connection with those efforts. The Trustee will make the Sponsor aware of the service model changes in advance and will work with the Sponsor to determine the most efficient and effective methods of implementing the changes.

**(b) Accounts.**

The Trustee shall keep accurate accounts of all investments, receipts, disbursements, and other transactions hereunder, and shall report the value of the assets held in the Trust as of the Reporting Date. Within thirty (30) days following each Reporting Date or within sixty (60) days in the case of a Reporting Date caused by the resignation or removal of the Trustee, or the termination of this Agreement, the Trustee shall file with the Administrator a written account setting forth all investments, receipts, disbursements, and other transactions effected by the Trustee between the Reporting Date and the prior Reporting Date, and setting forth the value of the Trust as of the Reporting Date. Except as otherwise required under applicable law, upon the expiration of twelve (12) months from the date of filing such account, the Trustee shall have no liability or further accountability to anyone with respect to the propriety of its acts or transactions shown in such account, except with respect to such acts or transactions as to which a written objection shall have been filed with the Trustee within such twelve (12) month period.

**(c) Inspection and Audit.**

Upon the resignation or removal of the Trustee or the termination of this Agreement, the Trustee shall provide to the Sponsor, at no expense to the Sponsor, in the format regularly provided to the Sponsor, a statement of each Participant's account as of the resignation, removal, or termination, and the Trustee shall provide to the Sponsor or the Plan's new recordkeeper such further records as are reasonable, at the Sponsor's expense.

The Trustee will provide to auditors (including third-party auditors and Sponsor's internal audit staff) as Sponsor may designate in writing, access to any Trustee owned or managed facility at which the services are being performed, to appropriate Trustee management personnel, and to the data and records (and other documentation reasonably requested by the Sponsor) maintained by the Trustee with respect to the services solely for the purpose of examining (i) transactional books and records maintained by the Trustee in order to provide the services, (ii) documentation of service level performance, and (iii) invoices to the Sponsor. Any such audits will be conducted at the Sponsor's expense. The Sponsor and its auditors will first look to the most recent Type II Service Auditor's Report ("Type II SAR") before conducting further audits. Type II SAR's are reports issued by the Trustee's or its affiliate's independent public accounting firm in accordance with Statement on Auditing Standard No. 70 ("SAS 70"). If a matter is not covered in such Type II SAR, then the Sponsor will provide the Trustee with a proposed detailed scope and timeframe of the audit requested by the Sponsor in writing at least sixty (60) days prior to date of the audit. The Sponsor will provide the Trustee with not less than ninety (90) days prior written notice of an audit, excepting audit requests from governmental or regulatory agencies. The Sponsor and its auditors will conduct such audits in a manner that will result in a minimum of inconvenience and disruption to the Trustee's operations. Audits may be conducted only during normal business hours and no more frequently than annually unless otherwise required as a matter of law or for compliance with regulatory or contractual requirements. Any audit assistance provided by the Trustee in excess of the number of audit hours per annum referenced in the fee schedule shall be provided on a fee-for-service basis. The Sponsor and its auditors will not be entitled to review or audit (i) data or information of other customers or clients of the Trustee, (ii) any of Trustee's proprietary data, or (iii) any other Confidential Information of the Trustee that is not relevant for the purposes of the audit. The Sponsor and its auditors will not be entitled to logical access to the Trustee's networks and systems, nor unrestricted physical access to Trustee's facilities and personnel. Reviews of processes, controls, and support documentation will be facilitated with appropriate Trustee's personnel. The Trustee will use commercially reasonable efforts to



cooperate in the audit, will make available on a timely basis the information reasonably required to conduct the audit and will assist the designated employees of the Sponsor or its auditors as reasonably necessary. The Sponsor will reimburse the Trustee for any costs incurred by the Trustee in connection with an audit conducted pursuant to this section. To the maximum extent possible, audits will be designed and conducted (in such manner and with such frequency) so as not to interfere with the provision of the services. The Sponsor will not use any competitors of the Trustee (or any significant subcontractor of Trustee under this Agreement) to conduct such audits. The auditors and other representatives of the Sponsor will execute and deliver such confidentiality and non-disclosure agreements and comply with such security and confidentiality requirements as the Trustee may reasonably request in connection with such audits.

**(d) Notice of Plan Amendment.**

The Trustee's provision of the recordkeeping and administrative services set forth in this Section shall be conditioned on the Sponsor delivering to the Trustee a copy of any amendment to the Plan as soon as administratively feasible following the amendment's adoption, and on the Administrator providing the Trustee, on a timely basis, with all the information the Trustee deems necessary for the Trustee to perform the recordkeeping and administrative services and such other information as the Trustee may reasonably request.

**(e) Returns, Reports and Information.**

Except as set forth in the Plan Reporting section of Schedule "A", the Administrator shall be responsible for the preparation and filing of all returns, reports, and information required of the Trust or Plan by law. The Trustee shall provide the Administrator with such information as the Administrator may reasonably request to make these filings. The Administrator shall also be responsible for making any disclosures to Participants required by law.

**Section 7. Compensation and Expenses.**

Sponsor shall pay to Trustee, within thirty (30) days of receipt of the Trustee's bill, the fees for services in accordance with Schedule "B." Fees for services are specifically outlined in Schedule "B" and are based on any assumptions identified therein. In the event that the Plan characteristics referenced in the assumptions outlined in Schedule "B" change significantly by either falling below or exceeding current or projected levels, such fees may be subject to revision, upon mutual renegotiation. To reflect increased operating costs, Trustee may once each calendar year amend Schedule "B" with the Sponsor's consent, which shall not be unreasonably withheld, upon ninety (90) days prior notice to the Sponsor.

All reasonable expenses of Plan administration as shown on Schedule "B" attached hereto, as amended from time to time, shall be a charge against and paid from the appropriate Participants' accounts, except to the extent such amounts are paid by the Sponsor in a timely manner.

All expenses of the Trustee relating directly to the acquisition and disposition of investments constituting part of the Trust, and all taxes of any kind whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Trust or the income thereof, shall be a charge against and paid from the appropriate Participants' accounts.

**Section 8. Directions and Indemnification.**

**(a) Identity of the Sponsor and the Administrator.**

The Trustee shall be fully protected in relying on the fact that the Sponsor and the Administrator under the Plan are the individual or persons named as such above or such other individuals or persons as the Sponsor may notify the Trustee in writing.

**(b) Directions from the Sponsor and the Administrator.**

Whenever the Sponsor or the Administrator provides a direction to the Trustee, the Trustee shall not be liable for any loss or expense arising from the direction if the direction is contained in a writing provided by any individual whose name has been submitted (and not withdrawn) in writing to the Trustee by the Sponsor or the Administrator unless it is clear on the direction's face that the actions to be taken under the direction would be contrary to the terms of this Agreement. The Trustee may rely without further duty of inquiry on the authority of any such individual to provide direction to the Trustee on behalf of the Sponsor.

For purposes of this Section, such direction may also be made via EDT, facsimile or such other secure electronic means in accordance with procedures agreed to by the Sponsor and the Trustee and, in any such case the Trustee shall be fully protected in relying on such direction as if it were a direction made in writing by the Sponsor.

**(c) Directions from Participants.**

The Trustee shall not be liable for any loss which arises from any Participant's exercise or non-exercise of rights under the Plan over the assets in the Participants' hypothetical accounts.

**(d) Indemnification.**

The Sponsor shall indemnify the Trustee against, and hold the Trustee harmless from, any and all Losses that may be incurred by, imposed upon, or asserted against the Trustee by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or Trust, excepting only any and all Losses arising from the Trustee's negligence or bad faith.

The Trustee shall also indemnify the Sponsor against and hold the Sponsor harmless from any and all such Losses that may be incurred by, imposed upon, or asserted against the Sponsor solely as a result of: i) any defects in the investment methodology embodied in the target asset allocation or model portfolio provided through Portfolio Review, except to the extent that any such Losses arise from information provided by the Participant, the Sponsor or third parties; or ii) any prohibited transactions resulting from the provision of Portfolio Review by the Trustee.

**(e) Survival.**

The provisions of this Section shall survive the termination of this Agreement.

**Section 9. Resignation or Removal of Trustee.**

**(a) Resignation and Removal.**

The Trustee may resign at any time in accordance with the notice provisions set forth below. The Sponsor may remove the Trustee at any time in accordance with the notice provisions set forth below.

**(b) Termination.**

This Agreement may be terminated in full, or with respect to only a portion of the Plan (i.e. a "partial deconversion") at any time by the Sponsor upon prior written notice to the Trustee in accordance with the notice provisions set forth below.

**(c) Notice Period.**

In the event either party desires to terminate this Agreement or any Services hereunder, the party shall provide at least sixty (60) days prior written notice of the termination date to the other party; provided, however, that the receiving party may agree, in writing, to a shorter notice period.

**(d) Transition Assistance.**

In the event of termination of this Agreement, if requested by Sponsor, the Trustee shall assist Sponsor in developing a plan for the orderly transition of the Plan data, cash and assets then constituting the Trust and services provided by the Trustee hereunder to Sponsor or its designee. The Trustee shall provide such assistance for a period not extending beyond sixty (60) days from the termination date of this Agreement. The Trustee shall provide to Sponsor, or to any person designated by Sponsor, at a mutually agreeable time, one file of the Plan data prepared and maintained by the Trustee in the ordinary course of business, in the Trustee's format. The Trustee may provide other or additional transition assistance as mutually determined for additional fees, which shall be due and payable by the Sponsor prior to any termination of this Agreement.

**(e) Failure to Appoint Successor.**

If, by the termination date, the Sponsor has not notified the Trustee in writing as to the individual or entity to which the assets and cash are to be transferred and delivered, the Trustee may bring an appropriate action or proceeding for leave to deposit the assets and cash in a court of competent jurisdiction. The Trustee shall be reimbursed by the Sponsor for all costs and expenses of the action or proceeding including, without limitation, reasonable attorneys' fees and disbursements.

**Section 10. Successor Trustee.**

**(a) Appointment.**

If the office of Trustee becomes vacant for any reason, the Sponsor may in writing appoint a successor trustee under this Agreement. The successor trustee shall have all of the rights, powers, privileges, obligations, duties, liabilities, and immunities granted to the Trustee under this Agreement. The successor trustee and predecessor trustee shall not be liable for the acts or omissions of the other with respect to the Trust.

**(b) Acceptance.**

As of the date the successor trustee accepts its appointment under this Agreement, title to and possession of the Trust assets shall immediately vest in the successor trustee without any further action on the part of the predecessor trustee, except as may be required to evidence such transition. The predecessor trustee shall execute all instruments and do all acts that may be reasonably necessary and requested in writing by the Sponsor or the successor trustee to vest title to all Trust assets in the successor trustee or to deliver all Trust assets to the successor trustee.

**(c) Corporate Action.**

Any successor of the Trustee or successor trustee, either through sale or transfer of the business or trust department of the Trustee or successor trustee, or through reorganization, consolidation, or merger, or any similar transaction of either the Trustee or successor trustee, shall, upon consummation of the transaction, become the successor trustee under this Agreement.

**Section 11. Resignation, Removal, and Termination Notices.**

All notices of resignation, removal, or termination under this Agreement must be in writing and mailed to the party to which the notice is being given by certified or registered mail, return receipt requested, to the Sponsor c/o Vice President of Administrative Services, Big Rivers Electric Corporation, 201 Third Street, Henderson, Kentucky 42420, and to the Trustee c/o Fidelity Investments, Contracts Development & Negotiation, 82 Devonshire Street, MM1M, Boston, Massachusetts 02109, or to such other addresses as the parties have notified each other of in the foregoing manner.

**Section 12. Duration.**

This Trust shall continue in effect without limit as to time, subject, however, to the provisions of this Agreement relating to amendment, modification, and termination thereof.

**Section 13. Insolvency of Sponsor.**

(a) Trustee shall cease disbursement of funds for payment of benefits to Participants if the Sponsor is Insolvent.

(b) All times during the continuance of this Trust, the principal and income of the Trust shall be subject to claims of general creditors of the Sponsor under federal and state law as set forth below.

(i) The Board of Directors and the Chief Executive Officer of the Sponsor shall have the duty to inform Trustee in writing of Sponsor's Insolvency. If a person claiming to be a creditor of the Sponsor alleges in writing to Trustee that Sponsor has become Insolvent, Trustee shall determine whether Sponsor is Insolvent and, pending such determination, Trustee shall discontinue disbursements for payment of benefits to Participants.

(ii) Unless Trustee has actual knowledge of Sponsor's Insolvency, or has received notice from Sponsor or a person claiming to be a creditor alleging that Sponsor is Insolvent, Trustee shall have no duty to inquire whether Sponsor is Insolvent. Trustee may in all events rely on such evidence concerning Sponsor's solvency as may be furnished to Trustee and that provides Trustee with a reasonable basis for making a determination concerning Sponsor's solvency.

(iii) If at any time Trustee has determined that Sponsor is Insolvent, Trustee shall discontinue disbursements for payments to Participants and shall hold the assets of the trust for the benefit of Sponsor's general creditors. Nothing in this Agreement shall in any way diminish any rights of Participants to pursue their rights as general creditors of Sponsor with respect to benefits due under the Plan or otherwise.

(iv) Trustee shall resume disbursement for the payment of benefits to Participants in accordance with this Agreement only after Trustee has determined that Sponsor is not Insolvent (or is no longer Insolvent).

(c) Provided that there are sufficient assets, if Trustee discontinues the payment of benefits from the Trust pursuant to (a) hereof and subsequently resumes such payments, the first payment following such discontinuance shall include the aggregate amount of all payments due to Participants under the terms of the Plan for the period of such discontinuance, less the aggregate amount of any payments made to Participants by Sponsor in lieu of the payments provided for hereunder during any such period of discontinuance.

#### **Section 14. Amendment or Modification.**

This Agreement may be amended or modified at any time and from time to time only by an instrument executed by both the Sponsor and the Trustee. The individuals authorized to sign such instrument shall be those authorized by the Sponsor.

#### **Section 15. Electronic Services.**

(a) The Trustee may provide communications and services made available via electronic media, including, but not limited to NetBenefits, eWorkplace and Fidelity Plan Sponsor WebStation. The Sponsor agrees to use such Electronic Services only in the course of reasonable administration of or participation in the Plan and to keep confidential and not alter, publish, copy, broadcast, retransmit, reproduce, frame-in, link to, commercially exploit or otherwise disseminate the Electronic Services, any content associated therewith, or any portion thereof (including, without limitation, any trademarks and service marks associated therewith), without the written consent of the Trustee. Notwithstanding the foregoing, the Trustee acknowledges that certain Electronic Services may, by their nature, be intended for non-commercial, personal use by Participants or their beneficiaries, with respect to their participation in the Plan, or for their other retirement or employee benefit planning purposes, and certain content may be intended or permitted to be modified by the Sponsor in connection with the administration of the Plan. In such cases, the Trustee will notify the Sponsor of such fact, and any requirements or guidelines associated with such usage or modification no later than the time of initial delivery of such Electronic Services. To the extent permission is granted to make Electronic Services available to administrative personnel designated by the Sponsor, it shall be

the responsibility of the Sponsor to keep the Trustee informed as to which of the Sponsor personnel are authorized to have such access. Except to the extent otherwise specifically agreed by the parties, the Trustee reserves the right, upon notice when reasonably feasible, to modify or discontinue Electronic Services, or any portion thereof, at any time.

(b) From time to time, upon mutual agreement of the Trustee and the Sponsor, the Trustee may deliver to the Sponsor certain software products ("Electronic Products") not covered by the terms and conditions stated herein for use in connection with the administration of or participation in the Plan. Terms and conditions of use for such Electronic Products shall be provided to the Sponsor, as applicable. The Trustee makes no warranties, express or implied, and specifically disclaims all warranties of merchantability, fitness for a particular purpose, or non-infringement. To the extent that such alternate terms and conditions are not furnished, the use of such Electronic Products shall be governed by the terms of this Agreement as applicable.

(c) Without limiting the responsibilities of the Trustee or the rights of the Sponsor stated elsewhere in this Agreement, Electronic Services shall be provided to the Sponsor without acceptance of legal liability related to or arising out of the electronic nature of the delivery or provision of such Services. To the extent that any Electronic Services utilize Internet services to transport data or communications, the Trustee will take, and the Sponsor agrees to follow, reasonable security precautions. However, the Trustee disclaims any liability for interception of any such data or communications. The Trustee reserves the right not to accept data or communications transmitted electronically or via electronic media by the Sponsor or a third party if it determines that the method of delivery does not provide adequate data security, or if it is not administratively feasible for the Trustee to use the data security provided. The Trustee shall not be responsible for, and makes no warranties regarding access, speed or availability of Internet or network services, or any other service required for electronic communication, nor does the Trustee make any warranties, express or implied, and specifically disclaims all warranties of merchantability, fitness for a particular purpose, or non-infringement. The Trustee shall not be responsible for any loss or damage related to or resulting from any changes or modifications to the Electronic Services made in violation of this Agreement.

(d) The Sponsor acknowledges that certain web sites through which the Electronic Services are accessed may be protected by passwords or require a login and the Sponsor agrees that neither the Sponsor nor, where applicable, Participants, will obtain or attempt to obtain unauthorized access to such Services or to any other protected materials or information, through any means not intentionally made available by the Trustee for the specific use of the Sponsor. To the extent that a PIN is necessary for access to the Electronic Services, the Sponsor and/or its Participants, as the case may be, are solely responsible for all activities that occur in connection with such PINs.

(e) The Trustee will provide to Participants the FullView<sup>SM</sup> service via NetBenefits, through which Participants may elect to consolidate and manage any retirement account information available through NetBenefits as well as External Account Information. To the extent not provided by the Trustee or its affiliates, the data aggregation service will be provided by Yodlee.com, Inc. or such other independent provider as the Trustee may select, pursuant to a contract that requires the provider to take appropriate steps to protect the privacy and confidentiality of information furnished by users of the service. The Sponsor acknowledges that Participants who elect to use FullView<sup>SM</sup> must provide passwords and PINs to the provider of data aggregation services. The Trustee will use External Account Information to furnish and support FullView<sup>SM</sup> or other services provided pursuant to this Agreement, and as otherwise

directed by the Participant. The Trustee will not furnish External Account Information to any third party, except pursuant to subpoena or other applicable law. The Sponsor agrees that the information accumulated through FullView<sup>SM</sup> shall not be made available to the Sponsor, provided, however, that the Trustee shall provide to the Sponsor, upon request, aggregate usage data that contains no personally identifiable information.

#### **Section 16. Assignment.**

This Agreement, and any of its rights and obligations hereunder, may not be assigned by any party without the prior written consent of the other party(ies), and such consent may be withheld in any party's sole discretion. Notwithstanding the foregoing, Trustee may assign this Agreement in whole or in part, and any of its rights and obligations hereunder, to a subsidiary or affiliate of Trustee without consent of the Sponsor. All provisions in this Agreement shall extend to and be binding upon the parties hereto and their respective successors and permitted assigns.

#### **Section 17. Force Majeure.**

No party shall be deemed in default of this Agreement to the extent that any delay or failure in performance of its obligation(s) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, acts of terrorism, whether actual or threatened, quarantines, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, unusually severe weather conditions, power outages or strikes. This clause shall not excuse any of the parties to the Agreement from any liability which results from failure to have in place reasonable disaster recovery and safeguarding plans adequate for protection of all data each of the parties to the Agreement are responsible for maintaining for the Plan.

#### **Section 18. Confidentiality; Safeguarding of Data.**

##### **(a) Confidential Information.**

In connection with this Agreement, each of the parties has disclosed and may continue to disclose to the other party information that relates to the disclosing party's business operations, financial condition, employees, former employees, eligible dependents and beneficiaries of such employees and former employees, customers, business associates, products, services or technical knowledge. Except as otherwise specifically agreed in writing by the parties, Trustee and Sponsor each agree that from and after the Effective Date (i) all information communicated to it before or after the Effective Date by the other and identified as confidential or proprietary, (ii) all information identified as confidential or proprietary to which it has access in connection with the services, whether such access was before or after the Effective Date, (iii) all information communicated to it that reasonably should have been understood by the receiving party to be proprietary and confidential to the disclosing party including without limitation technical, trade secret or business information, financial information, business or marketing strategies or plans, product development or customer information, and (iv) the terms and conditions of this Agreement (collectively, the "Confidential Information") will be used only in accordance with this Agreement.

**(b) Ownership of Information/Safeguarding Information.**

Each party's Confidential Information will remain the property of that party except as otherwise expressly provided in this Agreement. Each party will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Each party may use and disclose relevant aspects of the other party's Confidential Information to its employees, affiliates, subcontractors and agents to the extent such disclosure is reasonably necessary for the performance of its obligations under this Agreement or the enforcement of its rights under this Agreement; provided, however, that the disclosing party shall ensure that such parties agree to be bound by confidentiality provisions at least as restrictive as those set forth in this Section 18; and provided further, however, that in no event shall Sponsor disclose such Confidential Information to direct competitors of the Trustee. Each party will be responsible for any improper disclosure of Confidential Information by such party's employees, affiliates, subcontractors or agents. Neither party will (i) make any use or copies of the Confidential Information of the other except as contemplated by this Agreement, or (ii) sell, assign, lease or otherwise commercially exploit the Confidential Information (or any derivative works thereof) of the other party. Neither party will withhold the Confidential Information of the other party (including in the case of the Sponsor, the Personal Data) or refuse for any reason (including due to the other party's actual or alleged breach of this Agreement) to promptly return to the other party its Confidential Information (including copies thereof) if requested to do so.

**(c) Return of Information.**

Upon expiration or any termination of this Agreement and completion of a party's obligations under this Agreement, each party will return or destroy, as the owner may direct, all documentation in any medium that contains or refers to the other party's Confidential Information; however, each party may retain copies of Confidential Information of the other party solely to the extent required for compliance with applicable professional standards and applicable law.

**(d) Exceptions to Confidential Treatment.**

Sections 18(a), (b) and (c) shall not apply to any particular information that either party can demonstrate (i) was, at the time of disclosure to it (a) already known to the receiving party (and not subject to a pre-existing confidentiality agreement) or (b) publicly known; (ii) after disclosure to it, becomes publicly known through no fault of the receiving party; (iii) was received after disclosure to it from a third party who did not indicate that the information was to be treated as confidential in connection with the disclosure or (iv) was independently developed by the receiving party without use of the Confidential Information of the disclosing party. In addition, a party will not be considered to have breached its obligations under this Section 18 for disclosing Confidential Information of the other party to the extent required to satisfy any valid subpoena, court order, litigation or regulatory request, or any other legal requirement of a competent governmental authority, provided that following receipt of any such request, or making a determination that disclosure is legally required, and to the extent that it may legally do so, such party advises the other party prior to making such disclosure in order that the other party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information. In addition, Trustee will not be considered to have breached its obligations under



this Section 18 for using or disclosing Confidential Information to the extent Trustee or an affiliate of the Trustee is specifically authorized by an individual to use that individual's personal information (including plan-related and account-related information applicable to that individual) in connection with any other Trustee products or services.

**(e) No Duty to Disclose.**

Nothing contained in this Section 18 will be construed as obligating a party to disclose its Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any rights or license to the Confidential Information of the other party provided that Trustee shall be excused from its obligations to perform hereunder to the extent Sponsor fails to provide any such information as is reasonably necessary for Trustee to perform the services and otherwise meet its obligations hereunder.

**(f) Personal Data.**

In order to fulfill its obligations under this Agreement, Trustee may receive in connection with this Agreement or the services provided hereunder personal data, including compensation, benefits, tax, marital/family status and other similar information about participants ("Personal Data"). Trustee acknowledges that it is receiving Personal Data only in connection with the performance of the services and Trustee will not use or disclose Personal Data without the permission of the Sponsor for any purpose other than as permitted in this Agreement and in fulfilling its obligations under this Agreement, unless disclosure is required or permitted under this Agreement or by applicable law. With respect to Personal Data it receives under this Agreement, Trustee agrees to (i) safeguard Personal Data in accordance with its privacy policy, and (ii) exercise at least the same standard of care in safeguarding such Personal Data that it uses to protect the personal data of its own employees. Notwithstanding the foregoing, Sponsor may monitor Trustee's interactions with participants, and Sponsor authorizes Trustee to permit third-party prospects of the Trustee to monitor participants' interactions for the purpose of evaluating Trustee's services. Nothing in this Agreement shall affect in any way other product or service arrangements entered into separately by Trustee or its affiliates and the Sponsor and/or participants.

**(i) Foreign Data Protection Laws.**

Sponsor is responsible for any and all activities necessary to ensure compliance with applicable laws regarding data protection outside of the United States and for ensuring that the transfer of Personal Data to Trustee is in compliance with such laws. Sponsor will not transfer any Personal Data to Trustee unless Sponsor has satisfied such laws, such as through the use of consents. Trustee will be entitled to presume that, unless notified to the contrary by Sponsor, activities necessary to ensure compliance with such laws have been satisfied by Sponsor with respect to all Personal Data furnished to Trustee hereunder. Trustee will have no obligation to process any Personal Data if Trustee is on notice that compliance with such laws has not been met.

**Section 19. General.**

**(a) Performance by Trustee, its Agents or Affiliates.**

The Sponsor acknowledges and authorizes that the services to be provided under this Agreement

shall be provided by the Trustee, its agents or affiliates, and that certain of such services may be provided pursuant to one or more other contractual agreements or relationships.

**(b) Entire Agreement.**

This Agreement, together with the Schedules referenced herein, contains all of the terms agreed upon between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, written or oral, made by the parties with respect to the services.

**(c) Waiver.**

No waiver by either party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other obligation hereunder or subsequent failure or refusal to comply with any other obligation hereunder.

**(d) Successors and Assigns.**

The stipulations in this Agreement shall inure to the benefit of, and shall bind, the successors and assigns of the respective parties.

**(e) Partial Invalidity.**

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**(f) Section Headings.**

The headings of the various sections and subsections of this Agreement have been inserted only for the purposes of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand or restrict any of the provisions of this Agreement.

**(g) Communications.**

In the event that the Sponsor retains any responsibility for delivering Participant communications to some or all Participants and beneficiaries, the Sponsor agrees to furnish the communications to such Participants in a timely manner as determined under applicable law.

The provisions of this Agreement shall apply to all information provided and all Participant communications prepared and delivered by the Sponsor or the Trustee during the implementation period prior to the execution date of this Agreement and throughout the term set forth in this Agreement.

**(h) Survival.**

Trustee's and Sponsor's respective obligations under this Agreement, which by their nature would continue beyond the termination of this Agreement, including but not limited to those contained in Sections 6(c), 8(d) and 18, shall survive any termination of the Agreement.

**Section 20. Authorization To Make Available Fidelity Personal Guidance Offerings.**

Notwithstanding any provision of the Agreement to the contrary, Sponsor hereby authorizes Trustee, Fidelity Employer Services Company LLC, Fidelity Brokerage Services LLC, and other affiliates of the Trustee, throughout the term of this Agreement and any extensions thereto, to provide and/or offer personal and/or workplace services, programs, and products (collectively, "Personal Guidance Offerings") to any and all Persons with respect to whom the Trustee receives any information hereunder, including Personal Guidance Offerings unrelated to retirement or employment, and the Trustee may use for such purpose any information received hereunder or otherwise related to the Plan or Sponsor. Such information shall be treated in accordance with Fidelity Investments' privacy policy. Any information collected by the Trustee in the course of providing Personal Guidance Offerings may be retained and used by the Trustee, Fidelity Employer Services Company LLC, Fidelity Brokerage Services LLC, or affiliates of the Trustee after the termination of this Agreement. Persons who request that the Trustee discontinue communications related to Personal Guidance Offerings other than workplace-related offerings shall be permitted to do so in accordance with industry rules and practices and through various means that may be specific by communication medium. The Trustee agrees to indemnify Sponsor against any claims brought against Sponsor by a Person who purchases a product or service of the Trustee or any affiliate of the Trustee as a result of the actions taken by Trustee pursuant to this Section to the extent such claim is the result of Trustee's (or, if applicable, an affiliate of the Trustee's) negligence or failure to follow the terms of any agreements entered into between such Person and the Trustee (or the affiliate of the Trustee).

**Section 21. Governing Law.**

**(a) Massachusetts Law Controls.**

This Agreement is being made in the Commonwealth of Massachusetts, and the Trust shall be administered as a Massachusetts trust. The validity, construction, effect, and administration of this Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts, except to the extent those laws are superseded under section 514 of ERISA.

**(b) Trust Agreement Controls.**

The Trustee is not a party to the Plan, and in the event of any conflict between the provisions of the Plan and the provisions of this Agreement, the provisions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written. By signing below, the undersigned represent that they are authorized to execute this Agreement on behalf of the respective parties. Each party may rely without duty of inquiry on the foregoing representation.

**BIG RIVERS ELECTRIC CORPORATION**

By: Mark A. Bailey  
Authorized Signatory

Name: MARK A. BAILEY

Title: PRESIDENT & CEO

Date: 11/18/08

**FIDELITY MANAGEMENT TRUST  
COMPANY**

By: [Signature]  
FMTM Authorized Signatory

Name: Stephanie Nick

Date: 12/29/08

## ***SCHEDULES***

### **Schedule "A" Recordkeeping and Administrative Services**

#### **Administration**

\*Establishment and maintenance of Participant account and election percentages.

\*Maintenance of the Plan investment options set forth on Schedule "C".

\*Maintenance of the money classifications set forth in the Plan Administration Manual.

\*The Trustee will provide the recordkeeping and administrative services set forth on this Schedule "A" or as otherwise agreed to in writing (or by means of a secure electronic medium) between Sponsor and Trustee. The Trustee may unilaterally add or enhance services, provided there is no impact on the fees set forth in Schedule "B."

#### **A) Participant Services**

- 1) Participant service representatives are available each Business Day at the times set forth in the Plan Administration Manual via toll free telephone service for Participant inquiries and transactions.
- 2) Through the automated voice response system and on-line account access via the world-wide web, Participants have virtually 24 hour account inquiry. Through on-line account access via the world-wide web, Participants also have virtually 24 hour transaction capabilities.
- 3) For security purposes, all calls are recorded. In addition, several levels of security are available including the verification of a PIN or such other personal identifier as may be agreed to from time to time by the Sponsor and the Trustee.
- 4) The following services are available via the telephone or such other electronic means as may be agreed upon from time to time by the Sponsor and the Trustee:
  - Process Participant enrollments, in accordance with the procedures set forth in the Plan Administration Manual.
  - Provide Plan investment option information.
  - Provide and maintain information and explanations about Plan provisions.
  - Respond to requests for literature.
  - Maintain and process changes to Participants' contribution allocations for all money sources, if applicable.
  - Process exchanges (transfers) between investment options on a daily basis.

#### **B) Plan Accounting**

- 1) Process consolidated payroll contributions according to the Sponsor's payroll frequency via EDT, consolidated magnetic tape or diskette. The data format will be provided by the Trustee.
- 2) Maintain and update employee data necessary to support Plan administration. The data will be submitted according to payroll frequency.
- 3) Provide daily Plan and Participant level accounting for all Plan investment options.
- 4) Provide daily Plan and Participant level accounting for all money classifications for the Plan.
- 5) Audit and reconcile the Plan and Participant accounts daily.
- 6) Reconcile and process Participant withdrawal requests and distributions as approved and directed by the Sponsor. All requests are paid based on the current market values of Participants' accounts, not advanced or estimated values. A distribution report will accompany each check.
- 7) Maintain and process changes to Participants' existing hypothetical investment mix elections.

**C) Participant Reporting**

- 1) Provide confirmation to Participants of all Participant initiated transactions either online or via the mail. Online confirms are generated upon submission of a transaction and mail confirms are available by mail generally within five (5) calendar days of the transaction.
- 2) Provide Participant statements in accordance with the procedures set forth in the Plan Administration Manual.

**D) Plan Reporting**

- 1) Prepare, reconcile and deliver a monthly Trial Balance Report presenting all money classes and investments. This report is based on the market value as of the last business day of the month. The report will be delivered not later than twenty (20) calendar days after the end of each month in the absence of unusual circumstances.

**E) Government Reporting**

- 1) Provide federal and state tax reporting and withholding on benefit payments made to Participants and beneficiaries in accordance with this Agreement.
- 2) Provide Mutual Fund tax reporting (Forms 1099 DIV. and 1099-B) to the Sponsor.

**F) Communication & Education Services**

- 1) Design, produce and distribute a customized comprehensive communications program for employees. The program may include multimedia informational materials, investment

education and planning materials, access to Fidelity's homepage on the internet and STAGES magazine. Additional fees for such services may apply as mutually agreed upon between Sponsor and Trustee.

- 2) Provide Portfolio Review an internet-based educational service for Participants that generates target asset allocations and model portfolios customized to investment options in the Plan based upon methodology provided by Strategic Advisers, Inc., an affiliate of the Trustee.

**G) Other**

- 1) Plan Sponsor Webstation: The Fidelity Participant Recordkeeping System is available on-line to the Sponsor via the Plan Sponsor Webstation. PSW is a graphical, Windows-based application that provides current Plan and Participant-level information, including indicative data, account balances, activity and history. The Sponsor agrees that PSW access will not be granted to third parties without the prior consent of the Trustee.
- 2) Change of Address by Telephone: The Trustee shall allow Participants as directed by the Sponsor and documented in the Plan Administration Manual, to make address changes via Fidelity's toll-free telephone service.

**BIG RIVERS ELECTRIC  
CORPORATION**

**FIDELITY MANAGEMENT TRUST  
COMPANY**

By: Mark A. Bailey 11/11/06  
Authorized Signatory Date

By: [Signature] 12/24/06  
FMTC Authorized Signatory Date

**Schedule "B" Fee Schedule**

Annual Recordkeeping Fee: \$15,000 per year billed and payable on a quarterly basis.

\*This fee will be imposed for each calendar quarter, or any part thereof, that it remains necessary to maintain a Participant's account(s) as part of the Plan's records, e.g., vested, deferred, forfeiture, and terminated Participants who must remain on file through calendar year-end for reporting purposes.

**Other Fees:**

- Other Fees: separate charges may apply for extraordinary expenses resulting from large numbers of simultaneous manual transactions, from errors not caused by Fidelity, reports not contemplated in this Agreement, corporate actions, audit support in excess of the standard and customary hours allotted for the annual financial statement audit, or the provision of communications materials in hard copy which are also accessible to participants via electronic services in the event that the provision of such material in hard copy would result in an additional expense deemed to be material. The Administrator may withdraw reasonable administrative fees from the Trust by written direction to Fidelity.

**BIG RIVERS ELECTRIC CORPORATION**

**FIDELITY MANAGEMENT TRUST COMPANY**

By: *Maria T. Bailey* 11/11/08  
Authorized Signatory Date

By: *[Signature]* 11/24/08  
FMTC Authorized Signatory Date



**Schedule "C" Investment Options**

In accordance with Section 5(b), the Sponsor hereby directs the Trustee that Participants' individual hypothetical accounts may be invested in the following investment options:

- Fidelity Asset Manager® 50%
- Fidelity Blue Chip Growth Fund
- Fidelity Capital Appreciation Fund
- Fidelity Cash Reserves
- Fidelity Diversified International Fund
- Fidelity Equity-Income Fund
- Fidelity Freedom 2000 Fund®
- Fidelity Freedom 2010 Fund®
- Fidelity Freedom 2020 Fund®
- Fidelity Freedom 2030 Fund®
- Fidelity Freedom 2040 Fund®
- Fidelity Freedom Income Fund®
- Fidelity Growth & Income Portfolio
- Fidelity Intermediate Bond Fund
- Fidelity *Magellan*® Fund
- Fidelity Mid-Cap Stock Fund
- Fidelity Small Cap Retirement Fund
- Fidelity Value Fund
- Fidelity Worldwide Fund
- Spartan® Extended Market Index Fund – Investor Class

**The Sponsor hereby directs that the investment option referred to in Section 5(c) shall be Fidelity Cash Reserves.**

**BIG RIVERS ELECTRIC CORPORATION**

By: Mark A. Bailey      11/11/08  
Authorized Signatory      Date

# Big Rivers

ELECTRIC CORPORATION


Your Touchstone Energy® Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|                                   |            |  |  |
|-----------------------------------|------------|--|--|
| VENDOR NO<br>80043                | DELIVER TO | DATE OF ORDER/BUYER<br>04-MAY-11 Hensley, Bruce  | REVISED DATE/BUYER<br>Hensley, Bruce       |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6173 888-518-3410 | F.O.B                                      |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA   | DESTINATION                                |
|                                   |            |  | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |

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

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# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>203877 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION            |
|------|-------------------------|-------------|-----|------|------------|----------------------|
|      |                         |             |     |      |            | <b>TOTAL</b>         |
|      |                         |             |     |      |            | \$ 150,000.00        |
|      |                         |             |     |      |            | <i>Bruce Hensley</i> |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-1</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thlrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thlrd Street<br>Henderson, KY 42420 |               |           |

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|-----------------------------------|------------|---|--|
| VENDOR NO<br>80043                | DELIVER TO | DATE OF ORDER/BUYER<br>05-MAY-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie         |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |

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

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# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>203877-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY   | UNIT | UNIT PRICE   | EXTENSION   |
|------|---|-------------|-------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 18.95 | LOT  | \$ 1.00      | \$ 18.95  |
|      |   |             |       |      | <b>TOTAL</b> | \$ 18.95  |
|      |   |             |       |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 173 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-2</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

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| VENDOR NO<br>80043                | DELIVER TO | DATE OF ORDER/BUYER<br>05-MAY-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie         |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |

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

TOTAL

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# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION   |
|------|---|-------------|---------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 7153.87 | LOT  | \$ 1.00      | \$ 7,153.87   |
|      |   |             |         |      | <b>TOTAL</b> | \$ 7,153.87   |
|      |   |             |         |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 175 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
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| PURCHASE ORDER NO<br><b>203877-3</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420  |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

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| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>05-MAY-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie                                       |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
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# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
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**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>203877-3 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
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**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY    | UNIT | UNIT PRICE   | EXTENSION   |
|------|---|-------------|--------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 405.25 | LOT  | \$ 1.00      | \$ 405.25   |
|      |   |             |        |      | <b>TOTAL</b> | \$ 405.25   |
|      |   |             |        |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 177 of 362 |

# Big Rivers

ELECTRIC CORPORATION

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**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
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| PURCHASE ORDER NO<br><b>203877-4</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

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|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>05-MAY-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie                                       |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
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# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy' Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-4</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY      | UNIT | UNIT PRICE   | EXTENSION   |
|------|---|-------------|----------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 10254.37 | LOT  | \$ 1.00      | \$ 10,254.37  |
|      |   |             |          |      | <b>TOTAL</b> | <b>\$ 10,254.37</b>   |
|      |   |             |          |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>- Page 179 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                             |               |           |
|--|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-5</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>12-MAY-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie                                       |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-5</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420  |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY      | UNIT | UNIT PRICE   | EXTENSION   |
|------|---|-------------|----------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 20748.69 | LOT  | \$ 1.00      | \$ 20,748.69  |
|      |   |             |          |      | <b>TOTAL</b> | <b>\$ 20,748.69</b>   |
|      |   |             |          |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 181 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR:** GDS ASSOCIATES INC.  
 SUITE 800/1850 PARKWAY PLACE  
 ATTENTION: JOHN W. HUTTS  
 MARIETTA, GA 30067

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-6</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>12-MAY-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie                                       |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B  |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA                                      | DESTINATION  |       |           |
| VENDOR CONTACT/TELEPHONE<br>(770) 425-8100  |            |   |  |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>203877-6 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY    | UNIT | UNIT PRICE   | EXTENSION   |
|------|---|-------------|--------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 844.71 | LOT  | \$ 1.00      | \$ 844.71   |
|      |   |             |        |      | <b>TOTAL</b> | \$ 844.71   |
|      |   |             |        |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 183 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-7</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>22-JUN-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie                                       |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B  |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA                                      | DESTINATION<br>VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-7</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY      | UNIT | UNIT PRICE   | EXTENSION   |
|------|---|-------------|----------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 10405.63 | LOT  | \$ 1.00      | \$ 10,405.63  |
|      |   |             |          |      | <b>TOTAL</b> | <b>\$ 10,405.63</b>   |
|      |   |             |          |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 185 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-8</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|                                   |            |   |  |
|-----------------------------------|------------|---|--|
| VENDOR NO<br>80043                | DELIVER TO | DATE OF ORDER/BUYER<br>29-JUL-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie         |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |

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

|       |   |       |           |  |  |
|-------|---|-------|-----------|--|--|
|       | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> <tr> <td colspan="2" style="height: 40px;"></td> </tr> </table> | TOTAL | CONTINUED |  |  |
| TOTAL | CONTINUED   |       |           |  |  |
|       |   |       |           |  |  |

# Big Rivers

ELECTRIC CORPORATION

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**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
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| <b>PURCHASE ORDER NO</b><br>203877-8 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM   | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY      | UNIT | UNIT PRICE   | EXTENSION    |
|--|---|-------------|----------|------|--------------|--------------|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 16955.36 | LOT  | \$ 1.00      | \$ 16,955.36 |
|  |   |             |          |      | <b>TOTAL</b> | \$ 16,955.36 |
| <p>Case No. 2013-00199<br/>                     Attachment for PSC 1-45<br/>                     Page 187 of 362</p> |   |             |          |      |              |              |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-9</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>15-AUG-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie                                       |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.  
SUITE 800/1850 PARKWAY PLACE  
ATTENTION: JOHN W. HUTTS  
MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-9</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY     | UNIT | UNIT PRICE   | EXTENSION          |
|------|---|-------------|---------|------|--|--------------------|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 5001.56 | LOT  | \$ 1.00  | \$ 5,001.56        |
|      |   |             |         |      | <b>TOTAL</b>   | <b>\$ 5,001.56</b> |
|      |   |             |         |      | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 189 of 362- |                    |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-10</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|                                   |            |   |  |
|-----------------------------------|------------|---|--|
| VENDOR NO<br>80043                | DELIVER TO | DATE OF ORDER/BUYER<br>15-AUG-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie         |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |

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

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|  | TOTAL | CONTINUED |
|  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>203877-10 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|---------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY    | UNIT | UNIT PRICE   | EXTENSION   |
|------|---|-------------|--------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 6400.3 | LOT  | \$ 1.00      | \$ 6,400.30   |
|      |   |             |        |      | <b>TOTAL</b> | \$ 6,400.30   |
|      |   |             |        |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 191 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.  
SUITE 800/1850 PARKWAY PLACE  
ATTENTION: JOHN W. HUTTS  
MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                             |               |           |
|--|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-11</b>              | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |

|                                   |            |   |  |
|-----------------------------------|------------|---|--|
| VENDOR NO<br>80043                | DELIVER TO | DATE OF ORDER/BUYER<br>13-SEP-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie         |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |

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

|  |       |           |
|--|-------|-----------|
|  | TOTAL | CONTINUED |
|  |       |           |



# Big Rivers

ELECTRIC CORPORATION

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**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-11</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY     | UNIT | UNIT PRICE  | EXTENSION          |
|------|---|-------------|---------|------|---|--------------------|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 3000.12 | LOT  | \$ 1.00   | \$ 3,000.12        |
|      |   |             |         |      | <b>TOTAL</b>  | <b>\$ 3,000.12</b> |
|      |   |             |         |      | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 193 of 362 |                    |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR:**  
**GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-12</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>13-SEP-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie                                       |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-8152           | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |
|   |            |   | _____  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-12</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY | UNIT | UNIT PRICE  | EXTENSION        |
|------|---|-------------|-----|------|---|------------------|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 200 | LOT  | \$ 1.00   | \$ 200.00        |
|      |   |             |     |      | <b>TOTAL</b>  | <b>\$ 200.00</b> |
|      |   |             |     |      | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 195 of 362 |                  |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-13</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>13-SEP-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie                                       |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-8152           | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

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**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-13</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION   |
|------|---|-------------|-----|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 600 | LOT  | \$ 1.00      | \$ 600.00   |
|      |   |             |     |      | <b>TOTAL</b> | \$ 600.00   |
|      |   |             |     |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 197 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-14</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|                                   |            |   |  |
|-----------------------------------|------------|---|--|
| VENDOR NO<br>80043                | DELIVER TO | DATE OF ORDER/BUYER<br>27-SEP-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie         |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B                                      |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA                                      | DESTINATION                                |
|                                   |            |   | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |

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

|  |              |                  |
|--|--------------|------------------|
|  | <b>TOTAL</b> | <b>CONTINUED</b> |
|  |              |                  |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-14</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-----|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORECAST |             | 660 | LOT  | \$ 1.00      | \$ 660.00   |
|      |  |             |     |      | <b>TOTAL</b> | \$ 660.00   |
|      |  |             |     |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 199 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

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|---------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>203877-15 | <b>REVISION</b><br>0 | <b>PAGE</b><br>1 |
|---------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

|  |                   |  |   |
|--|-------------------|--|---|
| <b>VENDOR NO</b><br>80043                | <b>DELIVER TO</b> | <b>DATE OF ORDER/BUYER</b><br>13-OCT-11 King, Vickie | <b>REVISED DATE/BUYER</b><br>King, Vickie         |
| <b>PAYMENT TERMS</b><br>30 NET DAYS      |                   | <b>BUYER TELEPHONE/FAX</b><br>270-844-6152           | <b>F.O.B</b>                                      |
| <b>FREIGHT TERMS</b><br>ALLOWED/INCLUDED |                   | <b>SHIP VIA</b>                                      | <b>DESTINATION</b>                                |
|  |                   |  | <b>VENDOR CONTACT/TELEPHONE</b><br>(770) 425-8100 |

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

**TOTAL**  **CONTINUED**



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-15</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420  |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY   | UNIT | UNIT PRICE   | EXTENSION   |
|------|---|-------------|-------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 819.5 | LOT  | \$ 1.00      | \$ 819.50   |
|      |   |             |       |      | <b>TOTAL</b> | \$ 819.50   |
|      |   |             |       |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 201 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-16</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>15-NOV-11 King, Vickie | REVISED DATE/BUYER<br>King, Vickie                                       |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6152           | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA                                      | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

|                                       |                      |                  |
|---------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>203877-16 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|---------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION                                       | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION |
|------|---|-------------|-----|------|------------|-----------|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE 2011 LOAD FORCAST |             | 660 | LOT  | \$ 1.00    | \$ 660.00 |

**TOTAL** \$ 660.00

Case No. 2013-00199  
 Attachment for PSC 1-45  
 Page 203 of 362

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                             |               |           |
|--|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-17</b>              | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>13-DEC-11 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell                                 |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-17</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-----|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2011 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 13-DEC-11   | 330 | LOT  | \$ 1.00      | \$ 330.00   |
|      |  |             |     |      | <b>TOTAL</b> | <b>\$ 330.00</b>  |
|      |  |             |     |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 205 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-18</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|                                   |            |   |  |
|-----------------------------------|------------|---|--|
| VENDOR NO<br>80043                | DELIVER TO | DATE OF ORDER/BUYER<br>24-JAN-12 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell   |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B                                      |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA  | DESTINATION                                |
|                                   |            |   | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |

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

|  |       |           |
|--|-------|-----------|
|  | TOTAL | CONTINUED |
|  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>203877-18 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|---------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-----|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2011 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 24-JAN-12   | 165 | LOT  | \$ 1.00      | \$ 165.00   |
|      |  |             |     |      | <b>TOTAL</b> | \$ 165.00   |
|      |  |             |     |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 207 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-19</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>29-FEB-12 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell                                 |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

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|---------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>203877-19 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|---------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-----|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2011 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 05-MAR-12   | 765 | LOT  | \$ 1.00      | \$ 765.00   |
|      |  |             |     |      | <b>TOTAL</b> | \$ 765.00   |
|      |  |             |     |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 209 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-20</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>20-APR-12 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell                                 |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

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|---------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>203877-20 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|---------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY   | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2011 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 20-APR-12   | 517.7 | LOT  | \$ 1.00      | \$ 517.70   |
|      |  |             |       |      | <b>TOTAL</b> | \$ 517.70   |
|      |  |             |       |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 211 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                             |               |           |
|--|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-21</b>              | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>24-APR-12 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell                                 |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-21</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-----|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2011 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 24-APR-12   | 85  | LOT  | \$ 1.00      | \$ 85.00  |
|      |  |             |     |      | <b>TOTAL</b> | \$ 85.00  |
|      |  |             |     |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 213 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-22</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|                                   |            |   |  |
|-----------------------------------|------------|---|--|
| VENDOR NO<br>80043                | DELIVER TO | DATE OF ORDER/BUYER<br>04-MAY-12 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell   |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |

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

|  |              |                  |
|--|--------------|------------------|
|  | <b>TOTAL</b> | <b>CONTINUED</b> |
|  |              |                  |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-22</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM   | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY  | UNIT | UNIT PRICE   | EXTENSION   |
|--|--|-------------|------|------|--------------|-------------|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2011 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 04-MAY-12   | 2465 | LOT  | \$ 1.00      | \$ 2,465.00 |
|  |  |             |      |      | <b>TOTAL</b> | \$ 2,465.00 |
| <p>Case No. 2013-00199<br/>           Attachment for PSC 1-45<br/>           Page 215 of 362</p> |  |             |      |      |              |             |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-23</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>31-MAY-12 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell                                 |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-23</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-----|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2011 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 31-MAY-12   | 680 | LOT  | \$ 1.00      | \$ 680.00   |
|      |  |             |     |      | <b>TOTAL</b> | \$ 680.00   |
|      |  |             |     |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 217 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-24</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |   |  |       |           |
|---|------------|---|--|-------|-----------|
| VENDOR NO<br>80043  | DELIVER TO | DATE OF ORDER/BUYER<br>29-JUN-12 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell                                 |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> |            |   |  |       |           |
|   |            |   | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |   |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

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|---------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>203877-24 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|---------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Thrd Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Thrd Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-----|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2011 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 29-JUN-12   | 510 | LOT  | \$ 1.00      | \$ 510.00   |
|      |  |             |     |      | <b>TOTAL</b> | \$ 510.00   |
|      |  |             |     |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 219 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-25</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|  |            |   |  |
|--|------------|---|--|
| VENDOR NO<br>80043   | DELIVER TO | DATE OF ORDER/BUYER<br>31-JUL-12 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell   |
| PAYMENT TERMS<br>30 NET DAYS   |            | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B                                      |
| FREIGHT TERMS<br>ALLOWED/INCLUDED  |            | SHIP VIA  | DESTINATION                                |
| <b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order |            |   | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |
|  |            |   | TOTAL                                      |
|  |            |   | <input type="checkbox"/> CONTINUED         |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.  
 SUITE 800/1850 PARKWAY PLACE  
 ATTENTION: JOHN W. HUTTS  
 MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-25</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY    | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|--------|------|--------------|---|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2011 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 31-JUL-12   | 3602.1 | LOT  | \$ 1.00      | \$ 3,602.10   |
|      |  |             |        |      | <b>TOTAL</b> | <b>\$ 3,602.10</b>  |
|      |  |             |        |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 221 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR:** **GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

## BLANKET PURCHASE ORDER

|                                       |               |           |
|---------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-26</b> | REVISION<br>0 | PAGE<br>1 |
|---------------------------------------|---------------|-----------|

SHIP TO:  
 201 Third Street  
 Henderson, KY 42420

BILL TO:  
 201 Third Street  
 Henderson, KY 42420

|                                   |            |   |  |
|-----------------------------------|------------|---|--|
| VENDOR NO<br>80043                | DELIVER TO | DATE OF ORDER/BUYER<br>29-OCT-12 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell   |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |

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

TOTAL

CONTINUED

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>203877-26</b>               | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY | UNIT | UNIT PRICE   | EXTENSION |
|------|--|-------------|-----|------|--------------|-----------|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2011 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 29-OCT-12   | 510 | LOT  | \$ 1.00      | \$ 510.00 |
|      |  |             |     |      | <b>TOTAL</b> | \$ 510.00 |

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 223 of 362

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: GDS ASSOCIATES INC.**  
**SUITE 800/1850 PARKWAY PLACE**  
**ATTENTION: JOHN W. HUTTS**  
**MARIETTA, GA 30067**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>218813-1</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT   | QTY  | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|---|--|------|------------|-----------|
| VENDOR NO<br>80043                | DELIVER TO              | DATE OF ORDER/BUYER<br>22-MAY-13 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell   |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6188                 | F.O.B<br>DESTINATION                       |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(770) 425-8100 |      |            |           |

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

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

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

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION   |
|------|--|-------------|---------|------|------------|-------------|
| 1.1  | PROVIDE SERVICES TO ASSIST IN PREPARING THE<br>2013 LOAD FORCAST<br><br>DELIVER TO: WRIGHT, JOY POWELL | 22-MAY-13   | 8252.48 | EACH | \$ 1.00    | \$ 8,252.48 |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$ 8,252.48</b> |
|--------------|--------------------|



haynesboone

April 11, 2013

PRIVILEGED AND CONFIDENTIAL

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

Via Email – [mark.bailey@bigrivers.com](mailto:mark.bailey@bigrivers.com)

Re: Engagement of Haynes and Boone, LLP to represent Big Rivers Electric Corporation

Dear Mr. Bailey:

On behalf of the firm of Haynes and Boone, LLP (the “Firm”), we appreciate Big Rivers’ decision to engage us to provide legal representation to Big Rivers Electric Corporation (“Big Rivers”). We look forward to this engagement, and we are confident that Big Rivers will be pleased with the quality of our work and our responsiveness to Big Rivers’ needs.

The purpose of this engagement letter is to confirm the terms on which the Firm will undertake to represent Big Rivers Electric Corporation in connection with the matters described below.

**1. Client Relationship**

The Firm is being retained by Big Rivers Electric Corporation solely as its counsel, and our representation pursuant to this letter does not include the representation of any other entity or any individual, including but not limited to any of Big Rivers’ affiliates, employees or agents.

**2. Scope of Representation**

You have asked us to provide Big Rivers with advice in connection with rate proceedings before the Kentucky Public Service Commission (the “Subject Matter”).

You acknowledge that we are not Big Rivers’ general counsel and that our acceptance of this engagement does not involve our representation of Big Rivers’ business or other interests with respect to any matter other than the Subject Matter.

We will provide legal services in connection with one or more specific matters. After completion of a matter, changes may occur in the applicable laws or regulations that

Mr. Mark Bailey  
April 11, 2013  
Page 2

could affect Big Rivers' future rights and liabilities. Unless Big Rivers engage us after completion of the matter to provide additional advice on issues arising from the Subject Matter, Big Rivers agrees that the Firm has no continuing obligation to advise Big Rivers with respect to future legal developments.

**3. Staffing**

I will be the primary contact at the Firm for Big Rivers' representation; we will use other Firm lawyers and legal assistants to work on Big Rivers' engagement as we believe appropriate under the circumstances. We may delegate work to lawyers or support personnel with special experience in a given area or whom we otherwise believe will enable us to provide services on an efficient, timely and cost-effective basis. Regardless of who is working on a particular component of the engagement, we will always be available to discuss any aspect of our representation with Big Rivers.

**4. Fee Arrangements**

Experience has shown that our relationship will be better if we begin with a clear understanding about our fees and the timing of their payment. You have agreed to pay us for the professional services that we render pursuant to the terms of this engagement letter and to reimburse us for the costs and expenses that we incur or pay on Big Rivers' behalf and charge to Big Rivers' account. Payment of our fees and costs is not contingent on the ultimate outcome of this engagement.

It is our normal practice to charge our clients for services rendered on the basis of the total hours worked and our hourly rates. We have agreed to discount those rates for Big Rivers as follows: (a) the hourly rates of our partners would be discounted to the lesser of (x) 90% of the current standard rate (i.e., a 10% discount off current standard rates) and (y) \$650; (b) The hourly rates associates would be capped at the lesser of their current hourly rate or \$395; and, (c) the hourly rates for all of our paralegals would be discounted to \$150. You have agreed to pay us on that basis, as modified below.

We have also agreed to a blended rate cap of \$495 per hour. Each invoice will also apply the monthly blended rate cap such that Big Rivers would pay each month the lesser of (x) fees billed at our actual rates during that month (after giving effect to the discounts above) and (y) fees calculated based upon the blended hourly rate of \$495.

In an effort to provide more effective service and reduce legal fees, where appropriate we utilize specialized professional consultants, paralegals, and case clerk staff. If this engagement extends beyond twelve months, Big Rivers and Haynes and Boone would annually confer in good faith to discuss an adjustment of the foregoing discounts and blended

Mr. Mark Bailey  
April 11, 2013  
Page 3

rate cap discussed above. Additionally, we will not charge for time spent traveling except and unless actual work is being done while traveling.

Each month, we will send Big Rivers an invoice statement requesting that payment be made, which amount Big Rivers agrees to pay within 30 days after the date of the invoice. Each invoice will reflect fees charged as described above.

#### **5. Costs and Expenses**

Our invoices also will include charges for services and expenses customarily invoiced by law firms, in addition to fees for legal services performed in connection with the Subject Matter. These may include travel expenses, including mileage, parking, airfare, lodging, meals and ground transportation. Further, our invoices may include charges for items and services such as computerized legal research, long distance telephone, faxes, copying, document or image productions and other non-overhead expenses incurred for Big Rivers' benefit. Except for specialized word processing services, we will not make a separate charge for secretaries' work or overhead expenses.

The fees and services of third parties incurred in connection with our representation of Big Rivers, such as printers, experts, messenger and delivery services, process servers, court reporters, witness fees, and filing services, also will be charged to Big Rivers at the actual costs and expenses incurred. For any substantial expenses, Big Rivers agrees that it will pay the fees and expenses directly, and authorize us to make arrangements to have such third parties bill Big Rivers directly. Our Firm will pay more minor expenses and bill Big Rivers for those out-of-pocket expenditures made on Big Rivers' behalf.

#### **6. Discharge and Withdrawal**

You will have the right at any time to terminate the Firm's representation of Big Rivers by delivering written notice of termination to us. The Firm will have the right to withdraw from its representation of Big Rivers at any time with Big Rivers' consent, or for good cause without Big Rivers' consent. For example, if Big Rivers does not honor the terms of this letter (including Big Rivers' or a third-party payor's failure to pay), or if Big Rivers fails or refuses to cooperate with us or to follow our advice on a material matter, or if we become aware of any fact or circumstance that would, in our view, render our continuing representation of Big Rivers ineffective, unlawful or unethical, then we will have good cause to withdraw.

If Big Rivers discharges us or we elect to withdraw, then Big Rivers will take all steps necessary to free us of any obligation to perform, including by executing any documents necessary to complete the termination of the representation, and we will take all steps that, in our view, are reasonably practicable to protect Big Rivers' interests. If a discharge or withdrawal

occurs, then Big Rivers will pay us for all costs and expenses paid or incurred by us on Big Rivers' behalf, and it will pay us a reasonable fee for the professional services that we have rendered to Big Rivers to the date of termination, or in connection with an orderly transition, and for which we previously have not been paid.

Unless previously terminated, our representation of Big Rivers with respect to any matters for which we have been engaged will terminate when we send Big Rivers our final statement for services rendered. In the course of our representation of Big Rivers, we likely will come into possession of copies or originals of documents or other materials belonging to Big Rivers or others (collectively, "materials"). When the particular matter to which those materials relate has been concluded, we will make arrangements either to return the documents to Big Rivers, retain them in our storage facilities, or to dispose of the materials. Absent any other arrangements made with Big Rivers, on the expiration of five years after a matter file has been closed, all materials in the file may be destroyed. We may retain our own files, including lawyer work product, pertaining to the representation.

**7. Entire Agreement**

This letter constitutes the entire agreement between Big Rivers and the Firm regarding its engagement of the Firm to represent Big Rivers with respect to the Subject Matter, and is subject to no oral agreements or understandings. No obligation or undertaking that is not set forth expressly in this letter shall be implied on the part of either Big Rivers or the Firm. The foregoing notwithstanding, absent explicit agreement entered into between Big Rivers and the Firm with respect to matters other than the Subject Matter, the terms and conditions of this letter will apply to all subsequent engagements of the Firm by Big Rivers, and those terms and conditions shall govern any such engagement until a subsequent engagement letter is agreed upon.

**8. Conclusion**

We are pleased to have this opportunity to represent Big Rivers. If Big Rivers has any questions about any aspect of our engagement or our invoices at any time, please feel free to raise those questions. It is very important that we proceed on a clear and satisfactory basis in our work for Big Rivers. We are open to discussing all of these matters, including the amount of our invoices, and we encourage Big Rivers to be frank about them.

If this letter correctly reflects Big Rivers' understanding of the scope, terms, and conditions of our representation of Big Rivers with respect to the Subject Matter, please indicate Big Rivers' acceptance by executing the enclosed copy of this letter in the space provided below and return it to the attention of the undersigned at our office address set forth on the first page of

haynesboone

Mr. Mark Bailey  
April 11, 2013  
Page 5

this letter. By executing this letter, you will be acknowledging that you have read this letter and understand its terms.

Very truly yours,

HAYNES AND BOONE, LLP

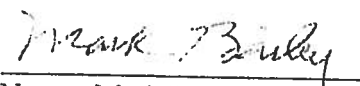
By: 

John D. Penn

The foregoing is approved and agreed to:

**Big Rivers Electric Corporation**

Date: April 11, 2013

By:   
Name: Mark Bailey  
Title: President and CEO

cc: Client Accounting

F-Engagement Letter - Big Rivers\_313195(2).DOC

**Donna Windhaus**

---

**From:** Billie Richert  
**Sent:** Tuesday, December 11, 2012 1:02 PM  
**To:** Donna Windhaus  
**Subject:** RE: Hogan

FYI

**From:** Jim Miller [mailto:jmiller@smsmlaw.com]  
**Sent:** Tuesday, December 11, 2012 10:11 AM  
**To:** Mark Bailey; Billie Richert; Albert Yockey; Bob Berry; David Crockett  
**Subject:** Hogan

FYI, Doug Beresford called me today and, in the course of the conversation, told me that he has frozen his rate for next year, and has gotten his firm to allow him to discount rates by 10% for Big Rivers. I thanked Doug for the effort and the information, and told him I would pass this along to you.

Jim

James M. Miller  
Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
100 St. Ann Street  
P.O. Box 727  
Owensboro, KY 42302-0727  
Telephone (270) 926-4000  
Direct Dial (270) 691-1640  
Fax (270) 683-6694

*Doug Beresford  
Hogan & Lovells*

**CONFIDENTIALITY STATEMENT:**

This message from the law firm of Sullivan, Mountjoy, Stainback & Miller, P.S.C. contains information which is privileged and confidential, and is solely for the use of the intended recipient. If you are not the intended recipient, be aware that any review, disclosure, copying, distribution, or use of the contents of this message is strictly prohibited. If you have received this in error, please immediately destroy it and notify us at (270) 926-4000.



Hogan Lovells US LLP  
 Columbia Square  
 555 Thirteenth Street, NW  
 Washington, DC 20004  
 T +1 202 637 5600  
 F +1 202 637 5910  
 www.hoganlovells.com

June 2010

All Clients of Hogan Lovells US LLP (formerly Hogan & Hartson LLP)

**Re: Conversion from Quarter-Hour Billing Increments  
 to Tenth-of-an-Hour Billing Increments**

Dear Client Representative:

As we have earlier advised you, effective May 1, 2010, Hogan & Hartson LLP ("Hogan & Hartson") combined with Lovells LLP, a preeminent international law firm headquartered in the United Kingdom. The combined firms, which will operate on a worldwide basis under the name Hogan Lovells, will provide clients with a global reach and a breadth of practice that is unrivaled in the legal marketplace.

Although Hogan & Hartson historically billed many of its clients using quarter-hour increments, Hogan Lovells will consistently bill clients using tenth-of-an-hour increments (absent a specific understanding with a client to the contrary). Prior to the May 1 combination, Hogan & Hartson was already billing a substantial number of its clients on this basis. In addition, having reviewed the recent trends in law firm billing practices, it seems clear that based on client preference, billing in tenth-of-an-hour increments is becoming industry-standard. If you are not already being billed in tenth-of-an-hour increments, we trust that you will like our conversion to billing all clients on this basis.

If you have any questions regarding our conversion to billing in tenth-of-an-hour increments, please let us know.

Sincerely,

J. Warren Gorrell, Jr.

Co-CEO  
 warren.gorrell@hoganlovells.com  
 D 202 637 8618

HOGAN & HARTSON  
L.L.P.

copy: [initials]  
1 P 5  
File: 1-20-1

DOUGLAS L. BERESFORD  
PARTNER  
(202) 637-5818  
DLBERESFORD@HHLAW.COM

COLUMBIA SQUARE  
555 THIRTEENTH STREET, NW  
WASHINGTON, DC 20004-1109  
TEL (202) 637-5600  
FAX (202) 637-5910  
WWW.HHLAW.COM

February 5, 2004

Mr. David A. Spainhoward  
Vice President of Contract Administration  
and Regulatory Affairs  
Big Rivers Electric Corporation  
P.O. Box 24  
Henderson, KY 42420

Re: Representation of Big Rivers Electric Corporation

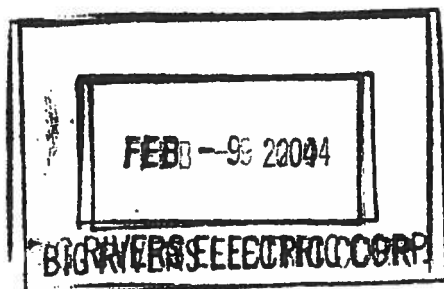
Dear David:

Pursuant to Hogan & Hartson's Engagement Letter with Big Rivers Electric Corporation, I am writing to inform you of our hourly rates effective January 1, 2004. Our standard hourly billing rates are: Douglas L. Beresford, \$475; John T. Stough, Jr., \$500; Leslie S. Ritts, \$475; and George F. (Geof) Hobday, Jr., \$400. As set forth in the Engagement Letter, other partners and associates, whose rates may be different, also may provide services from time to time as circumstances require. We will notify Big Rivers on a timely basis of any changes in Hogan & Hartson's rates.

As always, David, it is a pleasure to work with you. Please call me if you have any questions.

Very truly yours,

Douglas L. Beresford



Case No. 2013-00199  
Attachment for PSC 1-45  
Page 232 of 362



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: HUNTON AND WILLIAMS LLP  
RIVERFRONT PLAZA, EAST TOWER  
951 EAST BYRD STREET  
RICHMOND, VA 23219**

## BLANKET PURCHASE ORDER

|                                    |               |           |
|------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>213241</b> | REVISION<br>1 | PAGE<br>1 |
|------------------------------------|---------------|-----------|

SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

|                                   |            |  |   |
|-----------------------------------|------------|--|---|
| VENDOR NO<br>35063                | DELIVER TO | DATE OF ORDER/BUYER<br>08-AUG-12 Frederick, Dana Leigh | REVISED DATE/BUYER<br>14-SEP-12 Frederick, Dana Leigh     |
| PAYMENT TERMS<br>IMMEDIATE        |            | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       | F.O.B   |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA<br>BEST WAY POSSIBLE                          | DESTINATION<br>VENDOR CONTACT/TELEPHONE<br>(804) 788-8784 |

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

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

INVOICING REGARDING THIS ORDER REQUIRES INDIVIDUAL TOTALS FOR LABOR AND MATERIALS. (KENTUCKY SALES & USE TAX REQUIREMENT)

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

TOTAL CONTINUED

*Dana Frederick*

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: HUNTON AND WILLIAMS LLP**  
**RIVERFRONT PLAZA, EAST TOWER**  
**951 EAST BYRD STREET**  
**RICHMOND, VA 23219**

## BLANKET PURCHASE ORDER

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| <b>PURCHASE ORDER NO</b><br>213241 | <b>REVISION</b><br>1 | <b>PAGE</b><br>2 |
|------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION                 |
|------|-------------------------|-------------|-----|------|------------|---------------------------|
|      |                         |             |     |      |            | <b>TOTAL</b> \$ 75,000.00 |
|      |                         |             |     |      |            | <i>Anna R. Frederick</i>  |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR:** HUNTON AND WILLIAMS LLP  
 RIVERFRONT PLAZA, EAST TOWER  
 951 EAST BYRD STREET  
 RICHMOND, VA 23219

## BLANKET PURCHASE ORDER

|                                      |               |           |
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| PURCHASE ORDER NO<br><b>213241-1</b> | REVISION<br>0 | PAGE<br>1 |
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SHIP TO:  
 201 Third Street  
 Henderson, KY 42420

BILL TO:  
 201 Third Street  
 Henderson, KY 42420

|                                   |            |   |  |
|-----------------------------------|------------|---|--|
| VENDOR NO<br>35063                | DELIVER TO | DATE OF ORDER/BUYER<br>20-SEP-12 Slaughter, Linda Sue | REVISED DATE/BUYER<br>Slaughter, Linda Sue |
| PAYMENT TERMS<br>IMMEDIATE        |            | BUYER TELEPHONE/FAX<br>270-844-6015                   | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA<br>BEST WAY POSSIBLE                         | VENDOR CONTACT/TELEPHONE<br>(804) 788-8784 |

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

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

INVOICING REGARDING THIS ORDER REQUIRES INDIVIDUAL TOTALS FOR LABOR AND MATERIALS. (KENTUCKY SALES & USE TAX REQUIREMENT)

|  |              |                  |
|--|--------------|------------------|
|  | <b>TOTAL</b> | <b>CONTINUED</b> |
|  |              |                  |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: HUNTON AND WILLIAMS LLP**  
**RIVERFRONT PLAZA, EAST TOWER**  
**951 EAST BYRD STREET**  
**RICHMOND, VA 23219**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>213241-1</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY      | UNIT | UNIT PRICE   | EXTENSION           |
|------|---|-------------|----------|------|--------------|---------------------|
| 1.1  | ONE YEAR BLANKET PURCHASE ORDER FOR LEGAL SERVICES<br><br>DELIVER TO: BERTRAM, MARK WAYNE |             | 49648.23 | EACH | \$ 1.00      | \$ 49,648.23        |
|      |   |             |          |      | <b>TOTAL</b> | <b>\$ 49,648.23</b> |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: HUNTON AND WILLIAMS LLP  
RIVERFRONT PLAZA, EAST TOWER  
951 EAST BYRD STREET  
RICHMOND, VA 23219**

## BLANKET PURCHASE ORDER

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| PURCHASE ORDER NO<br><b>213241-2</b> | REVISION<br>0 | PAGE<br>1 |
|--------------------------------------|---------------|-----------|

SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

|                                   |            |   |  |
|-----------------------------------|------------|---|--|
| VENDOR NO<br>35083                | DELIVER TO | DATE OF ORDER/BUYER<br>10-OCT-12 Slaughter, Linda Sue | REVISED DATE/BUYER<br>Slaughter, Linda Sue |
| PAYMENT TERMS<br>IMMEDIATE        |            | BUYER TELEPHONE/FAX<br>270-844-6015                   | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA<br>BEST WAY POSSIBLE                         | VENDOR CONTACT/TELEPHONE<br>(804) 788-8784 |

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

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

INVOICING REGARDING THIS ORDER REQUIRES INDIVIDUAL TOTALS FOR LABOR AND MATERIALS. (KENTUCKY SALES & USE TAX REQUIREMENT)

TOTAL

CONTINUED

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: HUNTON AND WILLIAMS LLP**  
**RIVERFRONT PLAZA, EAST TOWER**  
**951 EAST BYRD STREET**  
**RICHMOND, VA 23219**

## BLANKET PURCHASE ORDER

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|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>213241-2 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY   | UNIT | UNIT PRICE   | EXTENSION |
|------|---|-------------|-------|------|--------------|-----------|
| 1.1  | ONE YEAR BLANKET PURCHASE ORDER FOR LEGAL SERVICES<br><br>DELIVER TO: BERTRAM, MARK WAYNE |             | 213.9 | EACH | \$ 1.00      | \$ 213.90 |
|      |   |             |       |      | <b>TOTAL</b> | \$ 213.90 |

# COPY



229 SHELBY STREET  
FRANKFORT, KY 40601

MEMO TO: Bill Corum  
President/COO  
Kentucky Association of Electric Cooperatives

FROM: Mike Helton  
Government Strategies

DATE: December 18, 2012

SUBJECT: KAEC Extension

We have enjoyed working with your group over the last several years and look forward to the upcoming year as well. As before the following will apply.

### ***Scope of Representation***

Government affairs representation will focus on goals and priorities to advocate, to educate, and to promote the interests of KAEC. All Members of the Firm will register with the Legislative and Executive Branch Ethics Commission.

We will first listen very carefully to you and your governing board in order to fully understand your government relations goals and the issues you confront. We will then prepare and implement a strategy for review and approval by the KAEC. The strategy will include, but not be limited to, the following:

#### **Legislative Branch**

1. Assist in identifying potential legislative issues of concern and interest directly or indirectly affecting KAEC legislative priorities.
2. Assist in the development and drafting of legislation and policy statements consistent with the issues of concern and interest directly or indirectly affecting KAEC priorities.
3. Recommend and arrange meetings with legislative leadership, committee chairmen and individual members to discuss, advocate or oppose, inform and educate on issues of concern and interest affecting KAEC.
4. Identify, attend and present comments and testimony as needed at interim and regular session legislative committee meetings and any relevant task force or sub-committee meetings considering legislation or discussing issues of concern and interests affecting KAEC legislative priorities.

### Executive Branch

1. Assist in identifying policy development within the executive branch including the development of administrative regulations that directly or indirectly impact KAEC.
2. Assist in the development and drafting of administrative regulations and policy statements consistent with the issues of concern and interest directly or indirectly impacting KAEC.
3. Recommend and arrange meetings with Executive Branch officials and staff, including the Governor and his staff to discuss, advocate or oppose, inform and educate on issues of concern and interest impacting KAEC.
4. Identify, attend and present comments and testimony as needed at Executive Branch meetings and any relevant task force or sub-committee meetings considering policy or discussing issues of concern and interest affecting KAEC.

### Coalition Building

1. Identify and assist in the development of coalitions of groups with similar positions on issues and priorities impacting KAEC.
2. Work with KAEC members to develop a strategy for grass roots contacts and relationships to be used on policy initiatives within the legislative and executive branches of government.

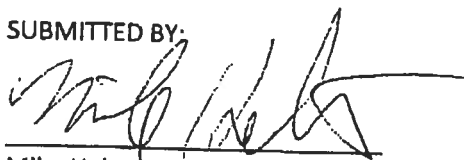
You have our current client list and we don't believe any of them would present a conflict. In the event an potential conflict should arise with a current or future client, we will notify you immediately to discuss the individual circumstances.

### Term and Fees

We propose an initial term of 12 months beginning December 1, 2012. As with all of our clients we propose a 30-day cancellation clause by the KAEC or GS.

We propose a monthly retainer of \$7,000 per month, \$84,000 per year.

SUBMITTED BY:



Mike Helton, Managing Partner  
Government Strategies

APPROVED BY:



Bill Corum  
KY Association of Electric Cooperatives



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: L ROBERT KIMBALL  
615 WEST HIGHLAND AVENUE  
EBENSBURG,, PA 15931**

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>213400</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|  |            |  |  |       |           |
|--|------------|--|--|-------|-----------|
| VENDOR NO<br>51189   | DELIVER TO | DATE OF ORDER/BUYER<br>15-AUG-12 Frederick, Dana Leigh | REVISED DATE/BUYER<br>Frederick, Dana Leigh  |       |           |
| PAYMENT TERMS<br>IMMEDIATE   |            | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       | F.O.B  |       |           |
| FREIGHT TERMS<br>DESTINATION PPD & ALLOWED   |            | SHIP VIA<br>BEST WAY POSSIBLE                          | DESTINATION PPD & ALLOWED<br>VENDOR CONTACT/TELEPHONE<br>( )   |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> <p>QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:<br/>           DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139<br/>           FAX (888) 514-3178<br/>           EMAIL: DANA.FREDERICK@BIGRIVERS.COM</p> <p>PER WILLIAM STENGER PER SPEC HDQ-12-157</p> <p>A signed copy of the General Services Agreement (GSA) is on file at Big Rivers Electric Corporation and is hereby incorporated by reference.</p> |            |  |  |       |           |
|  |            |  | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table>                               | TOTAL | CONTINUED |
| TOTAL  | CONTINUED  |  |  |       |           |
|  |            |  | <p><i>Dana Frederick</i><br/>           Case No. 2013-00199<br/>           Attachment for PSC 1-45</p> |       |           |

# Big Rivers


ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: L ROBERT KIMBALL**  
**615 WEST HIGHLAND AVENUE**  
**EBENSBURG,, PA 15931**

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>213400</b>                  | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420  |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY   | UNIT | UNIT PRICE | EXTENSION    |
|------|--|-------------|-------|------|------------|--------------|
| 1.1  | PROVIDE PHYSICAL INVENTORY MEASUREMENTS ON COLEMAN SOLID FUEL & LIMESTONE PILES<br>DELIVER TO:ASHBY, DAVID J | 09-AUG-12   | 14545 | EACH | \$ 1.00    | \$ 14,545.00 |
| 2.1  | PROVIDE PHYSICAL INVENTORY MEASUREMENTS ON GREEN SOLID FUEL PILES<br>DELIVER TO:ASHBY, DAVID J               | 09-AUG-12   | 13554 | EACH | \$ 1.00    | \$ 13,554.00 |
| 3.1  | PROVIDE PHYSICAL INVENTORY MEASUREMENTS ON REID/HMP&L SOLID FUEL PILES<br>DELIVER TO:ASHBY, DAVID J          | 09-AUG-12   | 10620 | EACH | \$ 1.00    | \$ 10,620.00 |
| 4.1  | PROVIDE PHYSICAL INVENTORY MEASUREMENTS ON WILSON SOLID FUEL PILES<br>DELIVER TO:ASHBY, DAVID J              | 09-AUG-12   | 11673 | EACH | \$ 1.00    | \$ 11,673.00 |

|  |  |                     |
|--|--|---------------------|
| <b>TOTAL</b>   |  | <b>\$ 50,392.00</b> |
| <br>Date: No. 2013-00199<br>14545 |  | Page 242 of 362     |



file

**KPMG LLP**  
1601 Market Street  
Philadelphia, PA 19103-2499

Telephone +1 267 256 7000  
Fax +1 267 256 7200  
Internet www.us.kpmg.com

B. Blackburn  
D. Windhaus

September 29, 2010

Big Rivers Electric Corporation  
201 Third Street  
Henderson, Kentucky 42419-0024

Attention: William Denton, Chairman of the Board

This letter (the Engagement Letter) confirms our understanding of our engagement to provide professional services to Big Rivers Electric Corporation (the Company).

#### **Objectives and Limitations of Services**

##### ***Audit Services***

We will issue written reports upon our audit of the Company's financial statements as set forth in Appendix I.

We have the responsibility to conduct and will conduct the audit of the financial statements in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, with the objective of expressing an opinion as to whether the presentation of the financial statements, taken as a whole, that have been prepared by management with the oversight of those charged with governance, conforms with U.S. generally accepted accounting principles.

In conducting the audit, we will perform tests of the accounting records and such other procedures, as we consider necessary in the circumstances, to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by management, and evaluate the overall financial statement presentation.

Our audit of the financial statements is planned and performed to obtain reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. Therefore, there is a risk that material errors, fraud (including fraud that may be an illegal act), and other illegal acts may exist and not be detected by an audit of financial statements performed in accordance with the auditing standards generally accepted in the United States of America. Also, an audit is not designed to detect matters that are immaterial to the financial statements, and because the determination of abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

Our reports will be addressed to the board of directors of the Company. We cannot provide assurance that an unqualified opinion will be rendered. Circumstances may arise in which it is necessary for us to modify our reports or withdraw from the engagement.

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 243 of 362



While our report may be sent to the Company electronically for your convenience, only the hard copy report is to be relied upon as our work product.

***Internal Control over Financial Reporting and Compliance and Other Matters***

In planning and performing our audit of the financial statements, we will consider the Company's internal control over financial reporting as a basis for designing our audit procedures for the purpose of expressing an opinion on the financial statements and not to provide an opinion on the effectiveness of the Company's internal control over financial reporting. In accordance with *Government Auditing Standards*, we are required to communicate that the limited purpose of our consideration of internal control may not meet the needs of some users who require additional information about internal control. We can provide other services to provide you with additional information on internal control which we would be happy to discuss with you at your convenience.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Company's compliance with certain provisions of laws, regulations, contracts and grant agreements, violations of which could have a direct and material effect on the financial statements. However, our objective is not to provide an opinion on compliance with such provisions.

In accordance with *Government Auditing Standards*, we will prepare a written report, *Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards* (GAGAS report), on our consideration of internal control over financial reporting and tests of compliance made as part of our audit of the financial statements. While the objective of our audit of the financial statements is not to report on the Company's internal control over financial reporting and we are not obligated to search for material weaknesses or significant deficiencies as part of our audit of the financial statements, this report will include any material weaknesses and significant deficiencies to the extent they come to our attention. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. This report will also include illegal acts and fraud, unless clearly inconsequential, and material violations of provisions of contracts and grant agreements and abuse. It will indicate that it is intended solely for the information and use of the board of directors and management of the Company and federal awarding agencies and pass-through entities and that it is not intended to be and should not be used by anyone other than these specified parties.

In accordance with *Government Auditing Standards*, we will also issue a management letter to communicate violations of provisions of contracts or grant agreements or abuse that have an effect on the financial statements that is less than material but more than inconsequential that come to our attention.

In accordance with *Government Auditing Standards*, we are also required in certain circumstances to report fraud or illegal acts directly to parties outside the auditee.



### ***Offering Documents***

Should the Company wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities, prior to our consenting to include or incorporate by reference our report(s) on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the American Institute of Certified Public Accountants, including, but not limited to, reading other information incorporated by reference in the offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services with respect to future offering documents will be determined at the time the services are to be performed.

Should the Company wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities without obtaining our consent to include or incorporate by reference our report(s) on such financial statements, and we are not otherwise associated with the offering document, then the Company agrees to include the following language in the offering document:

“KPMG LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. KPMG LLP also has not performed any procedures relating to this official statement.”

### **Our Responsibility to Communicate with the Board of Directors**

We will report to the board of directors, in writing, the following matters:

- Corrected misstatements arising from the audit that could, in our judgment, either individually or in aggregate, have a significant effect on the Company's financial reporting process. In this context, corrected misstatements are proposed corrections of the financial statements that were recorded by management and, in our judgment, may not have been detected except through the auditing procedures performed.
- Uncorrected misstatements aggregated during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in aggregate.
- Any disagreements with management or other significant difficulties encountered in performance of our audit.
- Other matters required to be communicated by auditing standards generally accepted in the United States of America.

We will also read minutes, if any, of the board directors meetings for consistency with our understanding of the communications made to the board of directors and determine that the board of directors has received copies of all material written communications between ourselves and management. We will also determine that the board of directors has been informed of i) the initial selection of, or the reasons for any change in,



significant accounting policies or their application during the period under audit, ii) the methods used by management to account for significant unusual transactions, and iii) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

If, in performance of our audit procedures, circumstances arise which make it necessary to modify our report or withdraw from the engagement, we will communicate to the board of directors our reasons for modification or withdrawal.

### **Management Responsibilities**

The management of the Company is responsible for the fair presentation, in accordance with U.S. generally accepted accounting principles, of the financial statements and all representations contained therein. Management also is responsible for identifying and ensuring that the Company complies with laws, regulations, contracts, and grant agreements applicable to its activities, and for informing us of any known material violations of such laws and regulations and provisions of contracts and grant agreements. Management also is responsible for preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud, for adopting sound accounting policies, and for establishing and maintaining effective internal controls and procedures for financial reporting to maintain the reliability of the financial statements and to provide reasonable assurance against the possibility of misstatements that are material to the financial statements. Management is also responsible for informing us, of which it has knowledge, of all material weaknesses and significant deficiencies in the design or operation of such controls. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

Management of the Company also agrees that all records, documentation, and information we request in connection with our audit will be made available to us, that all material information will be disclosed to us, and that we will have the full cooperation of the Company's personnel. As required by the auditing standards generally accepted in the United States of America, we will make specific inquiries of management about the representations embodied in the financial statements and the effectiveness of internal control, and obtain a representation letter from management about these matters. The responses to our inquiries, the written representations, and the results of audit tests, among other things, comprise the evidential matter we will rely upon in forming an opinion on the financial statements.

In accordance with *Government Auditing Standards*, as part of our planning of the audit we will evaluate whether the Company has taken appropriate corrective action to address findings and recommendations from previous engagements that could have a material effect on the financial statements. To assist us, management agrees to identify previous audits, attestation engagements, or other studies that relate to the objectives of the audit, including whether related recommendations have been implemented, prior to October 31<sup>st</sup> of each respective year under audit.

Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements being reported upon taken as a whole. Because of the importance of management's representations to the effective performance of our services, the Company will release KPMG LLP (KPMG) and its personnel from any claims, liabilities, costs and



Big Rivers Electric Corporation  
September 29, 2010  
Page 5

expenses relating to our services under this letter attributable to any misrepresentations in the representation letter referred to above.

Management is also responsible for providing us with written responses in accordance with *Government Auditing Standards* to the findings included in the GAGAS report within 30 days of being provided with draft findings. If such information is not provided on a timely basis prior to release of the report, the GAGAS report will indicate the status of management's responses.

Management is responsible for the distribution of the reports issued by KPMG.

#### **Dispute Resolution**

Any dispute or claim arising out of or relating to this Engagement Letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of KPMG or any of its subcontractors or agents to the Company or at its request, shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect ("CPR Arbitration Rules"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

Mediation, if selected, may take place at a location to be designated by the parties using Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). Arbitration shall take place in New York, New York. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in CPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.

Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction. Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

#### **Other Matters**

This letter shall serve as the Company's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between KPMG and the Company and between KPMG and outside specialists or other entities engaged by either KPMG or the Company. The Company acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no



Big Rivers Electric Corporation  
September 29, 2010  
Page 6

fault of KPMG. KPMG will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

Further, for purposes of the services described in this letter only, the Company hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all names, logos, trademarks and service marks of the Company solely for presentations or reports to the Company or for internal KPMG presentations and intranet sites.

KPMG is a limited liability partnership comprising both certified public accountants and certain principals who are not licensed as certified public accountants. Such principals may participate in the engagements to provide the services described in this letter.

KPMG-controlled entities and KPMG member firms located outside the United States operating under our supervision may also participate in providing the services described in this letter, and KPMG uses administrative services operating at our direction, including third parties inside and outside the U.S., that may access your information to perform administrative and clerical procedures.

The Company agrees to provide prompt notification if the Company or any of its subsidiaries currently are or become subject to the laws of a foreign jurisdiction that require regulation of any securities issued by the Company or such subsidiary.

The work papers for this engagement are the property of KPMG. Pursuant to *Government Auditing Standards*, we are required to make certain work papers available in a full and timely manner to Regulators upon request for their reviews of audit quality and for use by their auditors. In addition, we may be requested to make certain work papers available to Regulators pursuant to authority provided by law or regulation. Access to the requested work papers will be provided under supervision of KPMG personnel. Furthermore, upon request, we may provide photocopies of selected work papers to Regulators. Such Regulators may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

In the event KPMG is requested pursuant to subpoena or other legal process to produce its documents and/or testimony relating to this engagement for the Company in judicial or administrative proceedings to which KPMG is not a party, the Company shall reimburse KPMG at standard billing rates for its professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests.

#### ***Other Government Auditing Standards Matters***

As required by *Government Auditing Standards*, we have attached a copy of KPMG's most recent peer review report.

#### ***Additional Reports and Fees for Services***

Appendix I to this letter lists the additional reports we will issue as part of this engagement and our fees for professional services to be performed per this letter.

In addition, fees for any special audit-related projects, such as research and/or consultation on special business or financial issues, will be billed separately from the audit fees for professional services set forth





Big Rivers Electric Corporation  
September 29, 2010  
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in Appendix I at the rates presented in Appendix II and may be subject to written arrangements supplemental to those in this letter.

\* \* \* \* \*

Our engagement herein is for the provision of annual audit services for the financial statements and other related reports for the periods described in Appendix I, and it is understood that such services are provided as a single engagement. Pursuant to our arrangement as reflected in this letter we will provide the services set forth in Appendix I as a single engagement for each of the Company's subsequent fiscal years until either Management or we terminate this agreement, or mutually agree to the modification of its terms. The fees for each year through 2012 are disclosed in this letter and subsequent to 2012 will be annually subject to negotiation and approval by the board of directors.

We shall be pleased to discuss this letter with you at any time. For your convenience in confirming these arrangements, we enclose a copy of this letter. Please sign and return it to us.

Very truly yours,

KPMG LLP

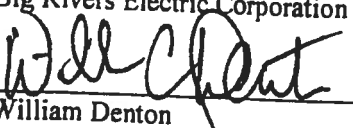
Joseph P. Charles  
*Partner*

cc: Mark Alan Bailey, *President and Chief Executive Officer*  
Charles William Blackburn, *Senior Vice President of Financial and Energy Services and Chief Financial Officer*  
Mark Allen Hite, *Vice President of Accounting*



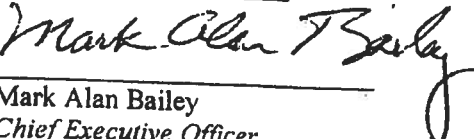
Big Rivers Electric Corporation  
September 29, 2010  
Page 8

ACCEPTED:

Big Rivers Electric Corporation  
  
William Denton  
*Chairman of the Board*

10-4-10  
Date

ACKNOWLEDGED BY:

  
Mark Alan Bailey  
*Chief Executive Officer*

9/30/10  
Date



Appendix I

Fees for Services

Based upon our discussions with and representations of management, our fees for services we will perform are estimated as follows:

|  |           |
|--|-----------|
| Audit of the financial statements of Big Rivers Electric Corporation as of and for the year ended December 31, 2010            | \$115,000 |
| Audit of the financial statements of Big Rivers Electric Corporation as of and for the years ended December 31, 2011 and 2010. | \$115,000 |
| Audit of the financial statements of Big Rivers Electric Corporation as of and for the years ended December 31, 2012 and 2011. | \$115,000 |

Other Reports:

Other reports that we will issue as part of this engagement for 2010, 2011, and 2012 are as follows:

| <u>Report</u>  | <u>Fee</u>             |
|--|------------------------|
| Report on Compliance and on Internal Control Over Financial Reporting Based on Audit of Financial Statements Performed in Accordance with Government Auditing Standards and based on 7 CFR Part 1773, Policy on Audits of RUS Borrowers. | Included in fees above |
| RUS Management Letter  | Included in fees above |

The above estimates are based on the level of experience of the individuals who will perform the services. In addition, expenses are billed for reimbursement as incurred. Expenses for items such as travel, telephone, postage, and typing, printing, and reproduction of financial statements are estimated at approximately 15% of the above fees per year. Circumstances encountered during the performance of these services that warrant additional time or expense could cause us to be unable to deliver them within the above estimates. We will endeavor to notify you of any such circumstances as they are assessed

Where KPMG is reimbursed for expenses, it is KPMG's policy to bill the Company the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to the Company. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges which may be charged to the Company.



**Appendix II**

**Hourly Rates for Additional Services**

To the extent additional services are provided to Company outside the scope of this engagement letter, we will bill the Company at the hourly rates listed below. The nature and scope of any such work will be agreed to with management prior to beginning the additional services. In the event there are circumstances that arise related to additional services we will take all reasonable steps to notify management and the board of directors of the changes as soon as possible and if any resulting changes would be subject to a separate written arrangement between KPMG and the Company.

| Experiiece Level  | Audit Hourly Rates |
|-------------------|--------------------|
| Partner           | \$325              |
| Managing Director | N/A                |
| Senior Manager    | \$250              |
| Manager           | \$200              |
| Senior Associate  | \$150              |
| Associate         | \$125              |

PricewaterhouseCoopers LLP  
400 Campus Drive  
P. O. Box 988  
Florham Park NJ 07932  
Telephone (973) 236 4000  
Facsimile (973) 236 5000

**System Review Report**

To the Partners of KPMG LLP  
and the AICPA Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of KPMG LLP (the Firm) applicable to non-SEC issuers in effect for the year ended March 31, 2008. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards*, audits of employee benefit plans, and an audit performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of KPMG LLP in effect for the year ended March 31, 2008, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. KPMG LLP has received a peer review rating of *pass*.

*PricewaterhouseCoopers LLP*

December 2, 2008

## Peer Review Program

December 19, 2008

Timothy P. Flynn, CPA  
KPMG LLP  
757 Third Avenue, 9<sup>th</sup> Floor  
New York, NY 10017-2013

Dear Mr. Flynn:

It is my pleasure to notify you that on December 17, 2008, the Center for Public Company Audit Firms Peer Review Committee accepted the report on the most recent system review of your firm. The due date for your next review is September 30, 2011. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,



Robert Rohweder, Chair  
CPCAF Peer Review Committee

cc: Betty Jo Charles, CPA

Firm Number: 10054128

Review Number: 264505



Telephone +1 502 587 0535  
Fax +1 502 849 0840  
Internet www.us.kpmg.com

September 28, 2010

**PRIVATE**

Mr. Mark Hite  
Vice President of Accounting  
Big Rivers Electric Corporation  
201 Third Street  
Henderson, KY 42419-0024

Dear Mark:

We are pleased you have engaged KPMG LLP ("KPMG") to provide tax compliance and tax consulting services for Big Rivers Electric Corporation ("Big Rivers"). This letter confirms the scope and related terms of your engagement of KPMG.

**I. Tax Compliance Services**

We will perform the following services:

1. We will prepare federal, state, and local corporate tax returns and supporting schedules for Big Rivers' 2010, 2011, and 2012 tax years. Our records indicate that we should prepare the following returns for each tax year:

|                |                           |
|----------------|---------------------------|
| Federal        | Form 1120                 |
| Arizona        | Form 120                  |
| California     | Form 100                  |
| Indiana        | Form IT-20                |
| Georgia        | Form 600                  |
| Kentucky       | Form 720                  |
| Maryland       | Form 500                  |
| Minnesota      | Form M4                   |
| North Carolina | Form CD-405               |
| Texas          | Form 05-158 (if required) |
| Texas          | Form 05-102 (if required) |

2. We will determine the corporation's quarterly estimated tax payments for the 2011, 2012, and 2013 tax years.

Case No. 2013-00199  
Attachment for PSC 1-45  
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Mr. Mark Hite

Big Rivers Electric Corporation

September 28, 2010

This engagement letter is also intended to apply to preliminary engagement planning activities related to the tax returns specified above for the immediately succeeding tax year.

If we do not receive all of the requested information by February 15, 2011 and you have returned to us a signed copy of this letter, we will automatically prepare, for your filing, a request for extension of time to file the applicable returns.

We will prepare these returns from the information you submit. We will not audit or independently verify the data you submit. However, we may ask for clarification of some of the information. Our engagement cannot be relied on to uncover errors, omissions, or irregularities, should any exist in the underlying information incorporated in the tax returns. However, we will inform you of any such matters that come to our attention. Because management has ultimate responsibility for the tax returns, please have the appropriate corporate officials review the returns before an officer signs and files the returns.

Please note that if Big Rivers had a taxable presence (e.g., an employee within the jurisdiction or any tangible property owned or rented within the jurisdiction) in a jurisdiction not listed above, it may be subject to income or franchise tax in that jurisdiction, depending upon the particular facts. It is Big Rivers' obligation to notify KPMG if assistance is needed to determine whether Big Rivers is liable for income or franchise tax or has a filing requirement in any jurisdiction not listed above.

All returns are subject to examination by the taxing authorities. In the event of an examination, Big Rivers may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on the tax returns. In preparing your returns, we rely on your representations that you understand and have complied with applicable documentation requirements for Big Rivers' income, expenses, deductions, and credits. If an examination occurs, and if you and we agree to have KPMG assist or represent Big Rivers in the examination, any such additional services and the fee therefore would be set forth in a separate engagement letter.

### **Tax Return Standards**

KPMG applies elevated standards in preparing tax returns. In this regard, if a return position relates to a transaction that is a "principal purpose transaction" or a transaction that the IRS or a state tax authority has identified as a "listed transaction," we must arrive at a "should" confidence level (i.e., approximately a 70 percent or greater likelihood of success if challenged by a tax authority) with respect to the position. If the position does not relate to a federal or state





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Mr. Mark Hite  
Big Rivers Electric Corporation  
September 28, 2010

“listed transaction” or a “principal purpose transaction,” we must be able to determine that (1) there is “substantial authority” for an undisclosed return position (i.e., the weight of authorities in support of a position is substantial in relation to the weight of authorities in opposition to the position) and (2) a disclosed return position has at least a “realistic possibility” of being sustained on its merits (i.e., approximately a one-in-three or greater likelihood of success if challenged by a tax authority). Stricter minimum tax return preparation standards will be applied to “Tax Shelters” (as defined in IRC §6662(d)(2)(C)(ii)). The laws of some states (e.g., California and New York) also may impose more stringent return preparation standards for state tax returns. In determining whether a return position meets the appropriate standard, we will not take into account the possibility that a tax return will not be audited, that an issue will not be raised on audit, or that an issue will be settled. We will inform you as soon as possible if, during our preparation, we determine circumstances exist that prevent us from completing the tax return under these standards. We will not render any advice with respect to a federal or state “listed transaction” or any transaction that is substantially similar to a federal or state “listed transaction.”

### **Electronic Filing**

KPMG will electronically file the returns we prepare for you that are subject to tax authority mandates. The filing instructions that KPMG provides to you will indicate the returns that KPMG has electronically filed on your behalf, if any, and will provide instructions and filing copies for your paper filing of the returns that were not electronically filed.

### **II. Tax Consulting Services**

This engagement letter also covers tax consulting matters that may arise for which you seek our advice, both written and oral, and that are not the subject of a separate engagement letter. We will apply the elevated standards described in the “Tax Return Standards” section of this letter with respect to any such advice which would cause KPMG to be considered a tax return preparer under Treasury Regulation §301.7701-15. KPMG will not render any advice with respect to a federal or state “listed transaction” or any transaction that is substantially similar to a federal or state “listed transaction.”

If matters exceed the scope of this engagement letter, we will issue a separate engagement letter or clarifying addendum to confirm the scope and related terms. Furthermore, a separate engagement letter will be issued for each discrete tax consulting project not specified in this engagement letter (e.g., transfer pricing study, corporate acquisition or disposition, etc.) and for tax controversy representation.



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Mr. Mark Hite  
Big Rivers Electric Corporation  
September 28, 2010

When, in the course of providing general tax consulting services, it is determined that the service would exceed the scope of this letter, preliminary engagement planning activities undertaken prior to the issuance of a separate engagement letter for the discrete tax consulting project are intended to be covered by this engagement letter.

To be of greatest assistance to Big Rivers, we should be advised in advance of proposed transactions.

We do not anticipate that the written tax advice provided under this engagement letter will be a Covered Opinion as defined in §10.35 of Circular 230 ("Covered Opinion"). Therefore, all the written tax advice provided under this engagement letter will contain the following legend:

ANY TAX ADVICE IN THIS COMMUNICATION IS NOT INTENDED OR WRITTEN BY KPMG TO BE USED, AND CANNOT BE USED, BY A CLIENT OR ANY OTHER PERSON OR ENTITY FOR THE PURPOSE OF (i) AVOIDING PENALTIES THAT MAY BE IMPOSED ON ANY TAXPAYER OR (ii) PROMOTING, MARKETING OR RECOMMENDING TO ANOTHER PARTY ANY MATTERS ADDRESSED HEREIN.

However, if our services will rise to the level of a Covered Opinion, we will issue a separate engagement letter for the issuance of a Covered Opinion.

#### Fees

##### I. Tax Compliance Services

Our fee for tax compliance services will be the lesser of:

- actual time incurred to complete the work at the hourly rates for the individuals involved in providing the services summarized in the table below; or
- \$26,700 per year for each of the three taxable years.



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 Mr. Mark Hite  
 Big Rivers Electric Corporation  
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In addition, to the extent that KPMG prepares tax returns for any state or local jurisdiction not listed above, the fee limit will be increased by \$1,000 per return.

| <i>Professional</i>         | <i>Hourly Rate</i> |
|-----------------------------|--------------------|
| <i>Partner</i>              | <i>\$325</i>       |
| <i>Managing Director</i>    | <i>\$275</i>       |
| <i>Senior Manager</i>       | <i>\$250</i>       |
| <i>Manager</i>              | <i>\$200</i>       |
| <i>Senior Tax Associate</i> | <i>\$150</i>       |
| <i>Tax Associate</i>        | <i>\$125</i>       |

In addition, we will bill you for our out-of-pocket expenses (e.g., travel, lodging, meals, etc.), which should not exceed 15 percent of total estimated fees.

We will endeavor to notify you if we encounter any circumstances that warrant additional time or expense. If such matters exceed the scope of this engagement letter, we will issue an addendum or separate engagement letters to confirm the scope and related terms of any additional engagements.

Our fees for tax compliance services for the 2010 tax year will be progress billed as follows:

| <i>Progress bill to be mailed on</i> | <i>Amount to be billed</i> |
|--------------------------------------|----------------------------|
| <i>January 31, 2011</i>              | <i>\$5,000</i>             |
| <i>March 31, 2011</i>                | <i>\$5,000</i>             |
| <i>June 30, 2011</i>                 | <i>\$7,500</i>             |
| <i>August 31, 2011</i>               | <i>\$7,500</i>             |
| <i>December 30, 2011</i>             | <i>Balance due</i>         |

Our fees for tax compliance services for the 2011 tax year will be progress billed as follows:

| <i>Progress bill to be mailed on</i> | <i>Amount to be billed</i> |
|--------------------------------------|----------------------------|
| <i>January 31, 2012</i>              | <i>\$5,000</i>             |
| <i>March 30, 2012</i>                | <i>\$5,000</i>             |
| <i>June 29, 2012</i>                 | <i>\$7,500</i>             |
| <i>August 31, 2012</i>               | <i>\$7,500</i>             |
| <i>December 31, 2012</i>             | <i>Balance due</i>         |



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 Mr. Mark Hite  
 Big Rivers Electric Corporation  
 September 28, 2010

Our fees for tax compliance services for the 2012 tax year will be progress billed as follows:

| <i>Progress bill to be mailed on</i> | <i>Amount to be billed</i> |
|--------------------------------------|----------------------------|
| <i>January 31, 2013</i>              | <i>\$5,000</i>             |
| <i>March 29, 2013</i>                | <i>\$5,000</i>             |
| <i>June 28, 2013</i>                 | <i>\$7,500</i>             |
| <i>August 30, 2013</i>               | <i>\$7,500</i>             |
| <i>December 31, 2013</i>             | <i>Balance due</i>         |

**II. Tax Consulting Services**

Our fees for any tax consulting services under this engagement will be based on the actual time incurred to complete the work at the hourly rates for the individuals involved in providing the services summarized in the table below.

| <i>Professional</i>         | <i>Hourly Rate</i> |
|-----------------------------|--------------------|
| <i>Partner</i>              | <i>\$375</i>       |
| <i>Managing Director</i>    | <i>\$325</i>       |
| <i>Senior Manager</i>       | <i>\$300</i>       |
| <i>Manager</i>              | <i>\$250</i>       |
| <i>Senior Tax Associate</i> | <i>\$175</i>       |
| <i>Tax Associate</i>        | <i>\$150</i>       |

In addition, we will bill you for our out-of-pocket expenses (e.g., travel, lodging, meals, etc.), which should not exceed 15% of the total estimated fees.

Our fees for tax consulting services will be billed as incurred.

**Consent to Disclose and Use Tax Return Information**

Federal law prohibits our disclosing, without your consent, your tax return information to third parties (such as one or more KPMG International Member Firms or to KPMG LLP's India-based returns processing center, the "Q-Center") or our use of that information for purposes other than the preparation of your return. In executing this engagement letter, you authorize KPMG LLP to disclose your tax return information to the Q-Center or such other third party service providers as you may request or as may be required for purposes of completing the services under this engagement letter (including, but not limited to, the processing of your return). Your consent



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Mr. Mark Hite  
Big Rivers Electric Corporation  
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will be valid until such time as we have completed the services described in, and any services that are ancillary to, those described in this engagement letter.

\* \* \*

The attached Standard Terms and Conditions for Advisory and Tax Services ("Standard Terms and Conditions") are made a part of this engagement letter.

The following modifications to the Standard Terms and Conditions are agreed to by the parties and made a part of this letter:

**Para. 6 (Limitation on Damages):** The first sentence herein is amended and restated as follows: "Except for the respective indemnification obligations of Client and KPMG set forth herein, the liability of the Client Parties and the KPMG Parties to one another, on account of any actions, damages, claims, liabilities, costs, expenses or losses (collectively, "Damages") in any way arising out of or relating to the services performed under the Engagement Letter shall be limited to the amount of fees paid or owing to KPMG under the Engagement Letter for the applicable calendar year in which such Damages were suffered or incurred."

Please sign the enclosed copy of this letter to confirm our agreement and return it to us as soon as possible so that we may begin work on this engagement.

Unless otherwise terminated, modified, or superseded in writing, this engagement letter is intended to end three months from the end of the term of this letter. In addition, effective as of the date of signing, this engagement letter supersedes any and all previously issued engagement letters pertaining to the services described above.



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Mr. Mark Hite  
Big Rivers Electric Corporation  
September 28, 2010

If you have any questions, please do not hesitate to call me at (502) 562-5665.

Very truly yours,

KPMG LLP

Michael C. Wade  
*Tax Managing Director*

Enclosures:  
Standard Terms and Conditions for Advisory and Tax Services (as modified)

**ROUTING/REVIEW INSTRUCTIONS**

cc: Joe Charles, Lead Engagement Partner – KPMG (Philadelphia)  
Steve Rathjen, Audit Concurring Review Partner – KPMG (Kansas City)  
Mike Comer, Lead Tax Partner – KPMG (Cincinnati)

**KPMG LLP**  
**Standard Terms and Conditions for Advisory and Tax Services**

**1. Services; Client Responsibilities.**

- (a) References herein to Client shall refer to the addressee of the Proposal or Engagement Letter to which these Standard Terms and Conditions are attached or incorporated (the "Engagement Letter") and references herein to KPMG shall refer to KPMG LLP, a Delaware registered limited liability partnership and the United States member firm of KPMG International Cooperative (KPMG International), a Swiss entity. Client, its parent company and their affiliates, and their respective directors, officers, employees, and agents are collectively referred to herein as the "Client Parties." KPMG, any member firm of KPMG International referred to in Paragraph 15(a) below, and their affiliates, and their respective partners, principals, employees, and agents are collectively referred to herein as the "KPMG Parties."
- (b) It is understood and agreed that KPMG's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, Client. KPMG will not perform management functions or make management decisions for Client.
- (c) If KPMG audits the financial statements of Client or provides any other attestation services to Client, the rules of the American Institute of Certified Public Accountants ("AICPA") require Client to agree to the following provisions of this Paragraph 1(c). In connection with KPMG's provision of services under the Engagement Letter, Client agrees that Client, and not KPMG, shall perform the following functions: (i) make all management decisions and perform all management functions; (ii) designate an individual who possesses suitable skill, knowledge and experience, preferably within senior management, to oversee such services, and to evaluate the adequacy and results of such services; (iii) accept responsibility for the results of such services; and (iv) establish and maintain internal controls over the processes with which such services are concerned, including monitoring on-going activities.
- (d) Subsequent to the completion of this engagement, KPMG will not update its advice, recommendations or work product for changes or modifications to the law and regulations, or to the judicial and administrative interpretations thereof, or for subsequent events or transactions, unless Client separately engages KPMG to do so in writing after such changes or modifications, interpretations, events or transactions.
- 2. Tax on Services.** All fees, charges and other amounts payable to KPMG under the Engagement Letter do not include any sales, use, excise, value added or other applicable taxes, tariffs or duties, payment of which shall be Client's sole responsibility, excluding any applicable taxes based on KPMG's net income or taxes arising from the employment or independent contractor relationship between KPMG and its personnel.
- 3. Termination.** Either party may terminate the Engagement Letter at any time by giving written notice to the other party not less than 30 calendar days before the effective date of termination.

**4. Ownership and Use of Deliverables.**

- (a) KPMG has created, acquired, owns or otherwise has rights in, and may, in connection with the performance of services under the Engagement Letter, use, provide, modify, create, acquire or otherwise obtain rights in, (i) concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and software and (ii) the general elements of style, design, art work and graphics and content of general applicability included in KPMG's Deliverables (as defined below) or work product not specific to Client or the services under the engagement letter (collectively, the "KPMG Property"). KPMG retains all ownership and use rights in the KPMG Property. Client shall acquire no rights or interest in the KPMG Property, except as expressly provided in the next paragraph. KPMG acknowledges that KPMG Property shall not include any of Client's confidential information or tangible or intangible property, and KPMG shall have no ownership rights in such property.
- (b) Except for KPMG Property, and upon full and final payment to KPMG under the Engagement Letter, the tangible items specified as deliverables or work product in the Engagement Letter including any intellectual property rights appurtenant thereto (the "Deliverables") will become the property of Client. If any KPMG Property is contained in any of the Deliverables, KPMG hereby grants Client a royalty-free, paid-up, non-exclusive, perpetual license to use such KPMG Property in connection with Client's use of the Deliverables. Client acknowledges and agrees that KPMG shall have the right to retain for its files copies of each of the Deliverables.
- (c) Client acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product provided to Client by KPMG in connection with the services under the Engagement Letter is intended for Client's sole benefit and KPMG does not authorize any other party to rely upon such advice, recommendations, information, Deliverables or other work product and any such reliance shall be at such party's sole risk. Client agrees that if it makes such advice, recommendations, information or work product available to any third party other than as expressly permitted by the Engagement Letter the provisions of Paragraph 8(b) shall apply unless Client provides the written notice to the third party in substantially the form of Appendix A hereto (the "Notice"), which Notice shall be acknowledged in writing by such third party and returned to Client. Upon request, Client shall provide KPMG with a copy of the foregoing Notice and acknowledgement and any notice and acknowledgement sent to Client by such third party as contemplated by the Notice. Client may only make a Deliverable bearing the "KPMG" name or logo available to a third party in its entirety. Notwithstanding the foregoing, (i) in the event of a disclosure made by Client that is required by law, that is made to a regulatory authority having jurisdiction over Client or that is made pursuant to Paragraph 18(a) below, no acknowledgement of the Notice shall be required and (ii) no Notice or acknowledgement shall be required with respect to disclosures expressly authorized by the Engagement Letter.

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**Standard Terms and Conditions for Advisory and Tax Services**

5. **Warranties.** KPMG's services under the Engagement Letter are subject to and will be performed in accordance with AICPA and other professional standards applicable to the services provided by KPMG under the Engagement Letter and in accordance with the terms thereof. KPMG disclaims all other warranties, either express or implied.
6. **Limitation on Damages.** Except for the respective indemnification obligations of Client and KPMG set forth herein, the liability of the Client Parties and the KPMG Parties to one another, on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Engagement Letter shall be limited to the amount of fees paid or owing to KPMG under the Engagement Letter. In no event shall any of the Client Parties or any of the KPMG Parties be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this Paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort (including but not limited to negligence) or otherwise.
7. **Infringement.**
- (a) KPMG hereby agrees to indemnify, hold harmless and defend the Client Parties from and against any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), fines, penalties, taxes or damages (collectively "Liabilities") asserted by a third party against Client to the extent such Liabilities result from the infringement by the Deliverables (including any KPMG Property contained therein) of such third party's patents issued as of the date of the Engagement Letter, trade secrets, trademarks or copyrights. The preceding indemnification shall not apply to any infringement to the extent arising out of (i) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by KPMG or other than for Client's internal business purposes; (ii) any alteration, modification or revision of the Deliverables not expressly agreed to in writing by KPMG; or (iii) the combination of the Deliverables with materials not supplied or approved by KPMG.
- (b) In case any of the Deliverables (including any KPMG Property contained therein) or any portion thereof is held, or in KPMG's reasonable opinion is likely to be held, to constitute infringement, KPMG may, within a reasonable time, at its option either: (i) secure for Client the right to continue the use of such infringing item; or (ii) replace, at KPMG's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. In the event KPMG is, in its reasonable discretion, unable to perform either of the options described in clauses (i) or (ii) above, Client shall return the allegedly infringing item to KPMG, and KPMG's sole liability shall be to refund to Client the amount paid to KPMG for such item; provided that the foregoing shall not be construed to limit KPMG's indemnification obligation set forth in Paragraph 7(a) above.
- (c) The provisions of this Paragraph 7 state KPMG's entire liability and Client's sole and exclusive remedy with respect to any infringement or claim of infringement.
8. **Indemnification.**
- (a) KPMG agrees to indemnify, hold harmless and defend the Client Parties from and against any and all Liabilities for physical injury to, or illness or death of, any person regardless of status, and damage to or destruction of any tangible property, which any of the Client Parties may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the KPMG Parties. Client agrees to indemnify, hold harmless and defend the KPMG Parties from and against any and all Liabilities for physical injury to, or illness or death of, any person regardless of status, and damage to or destruction of any tangible property, which any of the KPMG Parties may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the Client Parties.
- (b) In accordance with Paragraph 4(c), Client agrees to indemnify, defend and hold harmless the KPMG Parties from and against any and all Liabilities incurred or suffered by or asserted against any of the KPMG Parties in connection with a third party claim to the extent resulting from such party's reliance upon KPMG's advice, recommendations, information or work product as a result of Client's disclosure of such advice, recommendations, information or work product without adhering to the notice requirements of Paragraph 4(c) above. The foregoing indemnification obligation shall apply regardless of whether the third party claim alleges a breach of contract, violation of statute or tort (including without limitation negligence) by KPMG.
- (c) The party entitled to indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide such indemnification (the "Indemnifying Party") of any claim for which the Indemnified Party seeks indemnification. The Indemnifying Party shall have the right to conduct the defense or settlement of any such claim at the Indemnifying Party's sole expense, and the Indemnified Party shall cooperate with the Indemnifying Party. The party not conducting the defense shall nonetheless have the right to participate in such defense at its own expense. The Indemnified Party shall have the right to approve the settlement of any claim that imposes any liability or obligation other than the payment of money damages.
9. **Cooperation; Use of Information.**
- (a) Client agrees to cooperate with KPMG in the performance of the services under the Engagement Letter and shall provide or arrange to provide KPMG with timely access to and use of the personnel, facilities, equipment, data and information necessary for KPMG to perform the services under the Engagement Letter. The Engagement Letter may set forth additional details regarding Contractor's access to and use of personnel, facilities, equipment, data and information.
- (b) The Engagement Letter may set forth additional obligations of Client in connection with the services under the Engagement Letter. Client acknowledges that its



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obligations could adversely affect KPMG's ability to provide the services under the Engagement Letter.

- (c) Client acknowledges and agrees that KPMG will, in performing the services under the Engagement Letter, base its conclusions on the facts and assumptions that Client furnishes and that KPMG may use data, material, and other information furnished by or at the request or direction of Client without any independent investigation or verification and that KPMG shall be entitled to rely upon the accuracy and completeness of such data, material and other information. Inaccuracy or incompleteness of such data, material and other information furnished to KPMG could have a material adverse effect on KPMG's conclusions.
10. **Independent Contractor.** It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is or shall be considered an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
11. **Confidentiality.**
- (a) "Confidential Information" means all documents, software, reports, data, records, forms and other materials obtained by one party (the "Receiving Party") from the other party (the "Disclosing Party") or at the request or direction of the Disclosing Party in the course of performing the services under the Engagement Letter: (i) that have been marked as confidential; (ii) whose confidential nature has been made known by the Disclosing Party to the Receiving Party; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential. Notwithstanding the foregoing, Confidential Information does not include information which: (1) is already known to the Receiving Party at the time of disclosure by the Disclosing Party; (2) is or becomes publicly known through no wrongful act of the Receiving Party; (3) is independently developed by the Receiving Party without benefit of the Disclosing Party's Confidential Information; (4) relates to information provided by KPMG relating to the tax treatment or tax structure of any transaction, (5) the Receiving Party determines is required to be maintained or disclosed by the Receiving Party under sections 6011, 6111 or 6112 of the Internal Revenue Code ("IRC") or the regulations thereunder or under any similar or analogous provisions of the laws of a state or other jurisdiction or (6) is received by the Receiving Party from a third party without restriction and without a breach of an obligation of confidentiality.
- (b) The Receiving Party will deliver to the Disclosing Party or destroy all Confidential Information of the Disclosing Party and all copies thereof when the Disclosing Party requests the same, except for copies retained in work paper files or records, anything that may be stored in back up media or other electronic data storage systems, latent data and metadata. The Receiving Party shall not use or disclose to any person, firm or entity any Confidential Information of the Disclosing Party without the Disclosing Party's express, prior written permission; provided, however, that notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent that it is required or necessary to be disclosed pursuant to a statutory or regulatory provision or court or administrative order, to fulfill professional obligations and standards (including quality and peer review) or to submit and process an insurance claim. Further, KPMG may aggregate Client information with information from other sources in connection with thought leadership projects, to improve the delivery of services to clients and to allow clients to evaluate various business transactions and opportunities. KPMG will only use this information without attribution to Client and under circumstances where Client will not be identified as the source of the information.
- (c) Each party shall be deemed to have met its nondisclosure obligations under this Paragraph 11 as long as it exercises the same level of care to protect the other's information as it exercises to protect its own confidential information but in no event less than reasonable care, except to the extent that applicable law or professional standards impose a higher requirement.
- (d) If the Receiving Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the Disclosing Party's Confidential Information, the Receiving Party shall provide prompt written notice to the Disclosing Party of such demand in order to permit it to seek a protective order. So long as the Receiving Party gives notice as provided herein, the Receiving Party shall be entitled to comply with such demand to the extent required by law, subject to any protective order or the like that may have been entered in the matter. In the event the Receiving Party is requested to testify or produce its documents relating to the services under the Engagement Letter pursuant to subpoena or other legal process in judicial or administrative proceedings to which it is not a party, or in connection with an informal inquiry or investigation with the consent of the Disclosing Party, the Disclosing Party shall reimburse the Receiving Party for its time and expenses, including reasonable attorney's fees, incurred in responding to such requests.
12. **Assignment.** Subject to Paragraph 15 below, neither party may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other party, such consent not to be unreasonably withheld.
13. **Governing Law; Severability.** The Engagement Letter and these Standard Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. In the event that any term or provision of the Engagement Letter or these terms shall be held to be invalid, void or unenforceable, then the remainder of the Engagement Letter and these terms shall not be affected, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.
14. **Alternative Dispute Resolution.**
- (a) Any dispute or claim arising out of or relating to the Engagement Letter between the parties or the services provided thereunder shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initialing the attached form).

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arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution (the "IICPR"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

- (b) Mediation, if selected, may take place at a location to be designated by the parties using the Mediation Procedures of the IICPR, with the exception of paragraph 2 (Selecting the Mediator).
  - (c) Arbitration shall take place in New York, New York. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in IICPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.
  - (d) Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction.
  - (e) Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.
- 15 Use of Member Firms, Affiliates and Third Party Service Providers.**
- (a) To the extent any of the services under the Engagement Letter will be performed in or relate to a jurisdiction outside of the United States, Client acknowledges and agrees that such services, including any applicable tax advice, may be performed by a member firm of KPMG International practicing in such jurisdiction. Client understands that KPMG International and each such member firm is a separate, distinct and independent legal entity and is not a partner, principal, agent or affiliate of KPMG and KPMG is not a partner, principal, agent or affiliate of KPMG International or any such member firm.
  - (b) Client further acknowledges that (i) in connection with the performance of services under the Engagement Letter, KPMG, in its discretion or at Client's direction, may utilize the services of affiliates and third party service providers within and without the United States to complete the services under the Engagement

Letter, and (ii) KPMG uses third party service providers within and without the United States to provide at KPMG's direction administrative and clerical services to KPMG.

- (c) Accordingly, Client consents to KPMG's disclosure to a member firm, affiliate or third party service provider and such member firm's, affiliate's and third party service provider's use of data and information, including but not limited to Confidential Information and "tax return information" within the meaning of Treasury Regulations section 301.7216-1(b)(3) (or a successor provision), received from or at the request or direction of Client for the purposes set forth in Paragraphs 15(a) and 15(b) above.
  - (d) Any services performed by a member firm, affiliate or third party service provider shall satisfy the terms of the Engagement Letter and KPMG shall remain responsible to Client for the performance of such services. Client agrees that any claim relating to the services under the Engagement Letter may only be made against KPMG and not any other member firm, affiliate or third party service provider referred to above.
- 16. Miscellaneous.**
- (a) **Sarbanes-Oxley.** Except as otherwise set forth in the Engagement Letter, in accepting this engagement, Client acknowledges that completion of this engagement or acceptance of Deliverables resulting from this engagement will not constitute a basis for Client's assessment or evaluation of internal control over financial reporting and disclosure controls and procedures, or its compliance with its principal officer certification requirements under Section 302 of the Sarbanes-Oxley Act of 2002 (the "Act"). The services under the Engagement Letter shall not be construed to support Client's responsibilities under Section 404 of the Act requiring each annual report filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 to contain an internal control report from management.
  - (b) **Electronic Communications.** KPMG and Client may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). Client agrees that the final hardcopy version of a document or other communication that KPMG transmits to Client shall supersede any previous versions or communications transmitted electronically by KPMG to Client unless no such hard copy is transmitted.
  - (c) **California Accountancy Act.** For engagements where services will be provided by KPMG through offices located in California, Client acknowledges that certain of KPMG's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.

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- (d) **Volume Rebates.** Where KPMG is reimbursed for expenses, it is KPMG's policy to bill clients the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to Client. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges that may be charged to clients.
- (e) **Use of Names and Logos.** Except as permitted by law or the terms of the Engagement Letter, neither party shall acquire hereunder any right to use the name or logo of the other party or any part thereof. Any such use shall require the express written consent of the owner party.
- (f) **Privileged Communications.** Information relating to advice KPMG provides to Client, including communications between KPMG and Client and material KPMG creates in the course of providing advice, may be privileged and protected from disclosure to the IRS or other governmental authority in certain circumstances. As KPMG is not able to assert the privilege on Client's behalf with respect to any communications for which privilege has been waived, Client agrees to promptly notify KPMG of any such waivers, whether resulting from communications with KPMG or third parties in the same or a related matter. Client also understands that privilege may not be available for communications with an audit client and that KPMG personnel providing audit and non-audit services will discuss matters that may affect the audit to the extent required by applicable professional standards. Client agrees that KPMG will not assert on Client's behalf any claim of privilege unless Client specifically instructs KPMG in writing to do so after discussing the specific request and the grounds on which such privilege claim would be made. Notwithstanding the foregoing, Client acknowledges that in no event will KPMG assert any claim of privilege that KPMG concludes, after exercising reasonable judgment, is not valid.
- (g) **Active Spreadsheets and Electronic Files.** KPMG may use models, electronic files and spreadsheets with embedded macros created by KPMG to assist KPMG in providing the services under the Engagement Letter. If Client requests a working copy of any such model, electronic file or spreadsheet, KPMG may, at its discretion, make such item available to Client for its internal use only and such item shall be considered a Deliverable subject to Paragraph 4 above; provided that Client is responsible for obtaining the right to use any third party products necessary to use or operate such item.
- (h) **Non-Solicitation.** During the term of the Engagement Letter and for one year thereafter, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the services under the Engagement Letter, without such other party's express written consent. This prohibition shall not apply to any offers of employment which result from a general solicitation for employment, including without limitation, through the Internet, newspapers, magazines and radio.
17. **Entire Agreement.** The Engagement Letter and these Standard Terms and Conditions, including the Exhibits and Appendices hereto and thereto, constitute the entire agreement between KPMG and Client with respect to the services under the Engagement Letter and supersede all other oral and written representation, understandings or agreements relating thereto.
18. **Additional Terms for Engagements Involving Tax Services.**
- (a) Notwithstanding anything to the contrary set forth herein, no provision in the Engagement Letter or these Standard Terms and Conditions is or is intended to be construed as a condition of confidentiality within the meaning of IRC sections 6011, 6111, 6112 or the regulations thereunder, or under any similar or analogous provisions of the laws of a state or other jurisdiction. In particular, Client (and each employee, representative, or other agent of Client) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of any transaction within the scope of this engagement and all materials of any kind (including opinions and other tax analyses) that are provided to Client relating to such tax treatment and tax structure. Client also agrees to use commercially reasonable efforts to inform KPMG of any conditions of confidentiality imposed by third party advisors with respect to any transaction on which KPMG advice is requested. Such notification must occur prior to KPMG providing any advice with respect to the transaction.
- (b) Treasury regulations under IRC section 6011 require taxpayers to disclose to the IRS their participation in reportable transactions and IRC section 6707A imposes strict penalties for noncompliance. Client agrees to use commercially reasonable efforts to inform KPMG if Client is required to disclose any transaction covered by the Engagement Letter as a reportable transaction to the IRS or to any state or other jurisdiction adopting similar or analogous provisions. IRC section 6111 requires a material advisor with respect to a reportable transaction to disclose information on the transaction to the IRS by a prescribed date, and IRC section 6112 requires the material advisor to maintain, and make available to the IRS upon request, a list of persons and other information with respect to the transaction. KPMG will use commercially reasonable efforts to inform Client if KPMG provides Client's identifying information to the IRS under IRC section 6111 or 6112, or to any state or other jurisdiction adopting similar or analogous provisions.
- (c) Unless expressly provided for, KPMG's services do not include representing Client in the event of a challenge by the IRS or other tax or revenue authorities.
- (d) In rendering tax advice, KPMG may consider, for example, the applicable provisions of the Internal Revenue Code of 1986, and the Employee Retirement Income Security Act of 1974, each as amended, and the relevant state, local and foreign statutes, the regulations thereunder, income tax treaties, and judicial and administrative interpretations, thereof. These authorities are subject to change, retroactively or prospectively, and any such changes could affect the validity of KPMG's advice.



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May 14, 2013

Big Rivers Electric Corporation  
201 Third Street  
Henderson, Kentucky 42419-0024

Attention: Dr. James Sills, *Chairman of the Board*  
Billie Jean Richert, *Vice President of Accounting, Rates, and Chief Financial Officer*

This letter (the Engagement Letter) confirms our understanding of our engagement to provide professional services to Big Rivers Electric Corporation (the Company).

#### **Objectives and Limitations of Services**

##### ***Audit Services***

You have requested that we audit the Company's financial statements as set forth in Appendix I.

We have the responsibility to conduct and will conduct the audit of the financial statements in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, with the objective of expressing an opinion as to whether the presentation of the financial statements that have been prepared by management with the oversight of those charged with governance, conforms with U.S. generally accepted accounting principles.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. In conducting the audit, we will perform tests of the accounting records and such other procedures, as we consider necessary in the circumstances, based on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud, to provide a reasonable basis for our opinion on the financial statements. We also will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, and evaluate the overall financial statement presentation.

Our audit of the financial statements will be planned and performed to obtain reasonable, but not absolute, assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements, fraud (including fraud that may be an illegal act), and other illegal acts may exist and not be detected by an audit of financial statements even though the audit is properly planned and performed in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. Also, an audit is not designed to detect matters that are immaterial to the financial statements, and because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to detect abuse.



Big Rivers Electric Corporation  
May 14, 2013  
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Subject to the last sentence of this paragraph, we will issue a written report upon completion of our audit of the Company's financial statements addressed to the board of directors of the Company. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion(s), add emphasis-of-matter or other-matter paragraphs or withdraw from the engagement.

While our report may be sent to the Company electronically for your convenience, only the hard copy report is to be relied upon as our work product.

***Internal Control over Financial Reporting and Compliance and Other Matters***

In making our risk assessments as part of planning and performing our audit of the financial statements, we will consider the Company's internal control relevant to the preparation and fair presentation of the financial statements in order to determine the nature, timing, and extent of our audit procedures for the purpose of expressing an opinion on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Company's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, our objective is not to provide an opinion on compliance with such provisions.

In accordance with *Government Auditing Standards*, we will prepare a written report, *Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With Government Auditing Standards* (GAGAS report), on our consideration of internal control over financial reporting and tests of compliance made as part of our audit of the financial statements. While the objective of our audit of the financial statements is not to report on the Company's internal control and we are not obligated to search for material weaknesses or significant deficiencies as part of our audit of the financial statements, this report will include any material weaknesses and significant deficiencies to the extent they come to our attention. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. This report will also include instances of:

- Fraud and noncompliance with provisions of laws or regulations that have a material effect on the financial statements or other financial data significant to the audit objectives and any other instances that warrant the attention of those charged with governance;
- Noncompliance with provisions of contracts or grant agreements that has a material effect on the determination of financial statement amounts or other financial data significant to the audit objectives; or
- Abuse that is material, either quantitatively or qualitatively.

The report will describe its purpose and will state that it is not suitable for any other purpose.



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In accordance with *Government Auditing Standards*, we will also issue a management letter to communicate instances of noncompliance with provisions of contracts or grant agreements or abuse that have an effect on the financial statements that is less than material but warrant the attention of those charged with governance.

In accordance with *Government Auditing Standards*, we are also required in certain circumstances to report fraud, noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse directly to parties outside the auditee.

### ***Offering Documents***

Should the Company wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities, prior to our consenting to include or incorporate by reference our report(s) on such financial statements, we would consider our consent to the inclusion of our report and the terms thereof at that time. We will be required to perform procedures as required by the standards of the American Institute of Certified Public Accountants, including, but not limited to, reading other information incorporated by reference in the offering document and performing subsequent event procedures. Our reading of the other information included or incorporated by reference in the offering document will consider whether such information, or the manner of its presentation, is materially inconsistent with information, or the manner of its presentation, appearing in the financial statements. However, we will not perform procedures to corroborate such other information (including forward-looking statements). The specific terms of our future services with respect to future offering documents will be determined at the time the services are to be performed.

Should the Company wish to include or incorporate by reference these financial statements and our audit report(s) thereon into an offering of exempt securities without obtaining our consent to include or incorporate by reference our report(s) on such financial statements, and we are not otherwise associated with the offering document, then the Company agrees to include the following language in the offering document:

“KPMG LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. KPMG LLP also has not performed any procedures relating to this official statement.”

### **Our Responsibility to Communicate with the Board of Directors**

We will report to the board of directors, in writing, the following matters:

- Material, corrected misstatements that were brought to the attention of management as a result of audit procedures.
- Uncorrected misstatements accumulated by us during the audit and the effect that they, individually or in the aggregate, may have on our opinion in the auditor's report, and the effect of uncorrected misstatements related to prior periods.
- Significant difficulties and disagreements with management, if any, encountered during our audit.
- Other matters required to be communicated by auditing standards generally accepted in the United States of America.



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We will also read minutes, if any, of the board of directors meetings for consistency with our understanding of the communications made to the board of directors and determine that the board of directors has received copies of all material written communications between ourselves and management. We will also determine that the board of directors has been informed of i) the initial selection of, or the reasons for any change in, significant accounting policies or their application during the period under audit, ii) the methods used by management to account for significant unusual transactions, and iii) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

To the extent that they come to our attention, we will inform the appropriate level of management about any illegal acts, unless they are clearly inconsequential, material errors in the financial statements and any instances of fraud. Further, to the extent they come to our attention, we also will communicate directly to the board of directors illegal acts that come to our attention, unless they are clearly inconsequential, material errors in the financial statements and any instances of fraud that involve senior management or that, in our judgment, cause a material misstatement of the financial statements.

If, during the performance of our audit procedures, circumstances arise which make it necessary to modify our report or withdraw from the engagement, we will communicate to the board of directors our reasons for modification or withdrawal.

#### **Management Responsibilities**

The management of the Company acknowledges and understands that they have responsibility for the preparation and fair presentation, in accordance with U.S. generally accepted accounting principles, of the financial statements and all representations contained therein. Management also is responsible for identifying and ensuring that the Company complies with laws, regulations, contracts, and grant agreements applicable to its activities, and for informing us of any known material violations of such laws and regulations and provisions of contracts and grant agreements. Management also is responsible for preventing and detecting fraud, including the design and implementation of programs and controls to prevent and detect fraud, for adopting sound accounting policies, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the financial statements and to provide reasonable assurance against the possibility of misstatements that are material to the financial statements whether due to error or fraud. Management is also responsible for informing us, of which it has knowledge, of all material weaknesses and significant deficiencies in the design or operation of such controls. The audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

Management of the Company also acknowledges and understands that it is their responsibility to provide us with: i) access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters; ii) additional information that we may request from management for purposes of the audit; and iii) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. As required by auditing standards generally accepted in the United States of America, we will make specific inquiries of management about the representations embodied in the financial statements and the effectiveness of internal control, and obtain a representation letter from management about these matters. The responses to our inquiries, the written representations, and the results of audit tests, among other things, comprise the evidential matter we will rely upon in forming an opinion on the financial statements.



Big Rivers Electric Corporation  
May 14, 2013  
Page 5 of 10

In accordance with *Government Auditing Standards*, as part of our planning of the audit we will evaluate whether the Company has taken appropriate corrective action to address findings and recommendations from previous engagements that could have a material effect on the financial statements. To assist us, management agrees to identify previous audits, attestation engagements, or other studies that relate to the objectives of the audit, including whether related recommendations have been implemented, prior to October 31<sup>st</sup> of each respective year under audit.

Management is responsible for adjusting the financial statements to correct material misstatements and for affirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements being reported upon, taken as a whole. Because of the importance of management's representations to the effective performance of our services, the Company will release KPMG LLP (KPMG) and its personnel from any claims, liabilities, costs and expenses relating to our services under this letter attributable to any misrepresentations in the representation letter referred to above.

Management is also responsible for providing us with written responses in accordance with *Government Auditing Standards* to the findings included in the GAGAS report within 30 days of being provided with draft findings. If such information is not provided on a timely basis prior to release of the report, the GAGAS report will indicate the status of management's responses.

Management is responsible for the distribution of the reports issued by KPMG.

#### **Dispute Resolution**

Any dispute or claim arising out of or relating to this Engagement Letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of KPMG or any of its subcontractors or agents to the Company or at its request, shall be submitted first to non-binding mediation (unless either party elects to forego mediation by initiating a written request for arbitration) and if mediation is not successful within 90 days after the issuance by one of the parties of a request for mediation then to binding arbitration in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution ("CPR Arbitration Rules"). Any issue concerning the extent to which any dispute is subject to arbitration, or any dispute concerning the applicability, interpretation, or enforceability of these dispute resolution procedures, including any contention that all or part of these procedures is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. By operation of this provision, the parties agree to forego litigation over such disputes in any court of competent jurisdiction.

Mediation, if selected, may take place at a location to be designated by the parties using Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). Arbitration shall take place in New York, New York. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort except as provided in CPR Rule 13 (Interim Measures of Protection). Damages that are inconsistent with any applicable agreement between the parties, that are punitive in nature, or that are not measured by the prevailing party's actual damages shall be unavailable in arbitration or any other forum. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction.





Big Rivers Electric Corporation  
May 14, 2013  
Page 6 of 10

Either party may seek to enforce any written agreement reached by the parties during mediation, or to confirm and enforce any final award entered in arbitration, in any court of competent jurisdiction. Notwithstanding the agreement to such procedures, either party may seek equitable relief to enforce its rights in any court of competent jurisdiction.

#### **Other Matters**

This letter shall serve as the Company's authorization for the use of e-mail and other electronic methods to transmit and receive information, including confidential information, between KPMG and the Company and between KPMG and outside specialists or other entities engaged by either KPMG or the Company. The Company acknowledges that e-mail travels over the public Internet, which is not a secure means of communication and, thus, confidentiality of the transmitted information could be compromised through no fault of KPMG. KPMG will employ commercially reasonable efforts and take appropriate precautions to protect the privacy and confidentiality of transmitted information.

Further, for purposes of the services described in this letter only, the Company hereby grants to KPMG a limited, revocable, non-exclusive, non-transferable, paid up and royalty-free license, without right of sublicense, to use all logos, trademarks and service marks of the Company solely for presentations or reports to the Company or for internal KPMG presentations and intranet sites.

KPMG is a limited liability partnership comprising both certified public accountants and certain principals who are not licensed as certified public accountants. Such principals may participate in the engagements to provide the services described in this letter.

KPMG uses the services of KPMG controlled entities, KPMG member firms and/or third party service providers to provide professional services and administrative, analytical and clerical support. These parties may have access to certain of your information with the understanding that the confidential information will be maintained under information controls providing equivalent protection as our own. You also understand and agree that KPMG aggregates your information with information from other sources for the purpose of improving audit quality and service, and for use in presentations to clients and non-clients in a form where it is sufficiently de-identified so as not to be attributable to the Company or where the Company could be identified as a source of the information.

The work papers for this engagement are the property of KPMG. Pursuant to *Government Auditing Standards*, we are required to make certain work papers available in a full and timely manner to Regulators upon request for their reviews of audit quality and for use by their auditors. In addition, we may be requested to make certain work papers available to Regulators pursuant to authority provided by law or regulation. Access to the requested work papers will be provided under supervision of KPMG personnel. Furthermore, upon request, we may provide photocopies of selected work papers to Regulators. Such Regulators may intend, or decide, to distribute the photocopies or information contained therein to others, including other government agencies.

In the event KPMG is requested pursuant to subpoena or other legal process to produce its documents and/or testimony relating to this engagement for the Company in judicial or administrative proceedings to which KPMG is not a party, the Company shall reimburse KPMG at standard billing rates for its professional time and expenses, including reasonable attorney's fees, incurred in responding to such requests.



Big Rivers Electric Corporation  
May 14, 2013  
Page 7 of 10

***Other Government Auditing Standards Matters***

As required by *Government Auditing Standards*, we have attached a copy of KPMG's most recent peer review report.

***Additional Reports and Fees for Services***

Appendix I to this letter lists the additional reports we will issue as part of this engagement and our fees for professional services to be performed under this letter.

In addition, fees for any special audit-related projects, such as research and/or consultation on special business or financial issues, will be billed separately from the audit fees for professional services set forth in Appendix I at the rates presented in Appendix II and may be subject to written arrangements supplemental to those in this letter.

\* \* \* \* \*

Our engagement herein is for the provision of annual audit services for the financial statements and for the periods described in Appendix I, and it is understood that such services are provided as a single annual engagement. Pursuant to our arrangement as reflected in this letter we will provide the services set forth in Appendix I as a single engagement for each of the Company's subsequent fiscal years until either management or we terminate this agreement, or mutually agree to the modification of its terms. The fees for each year through 2014 are disclosed in this letter and subsequent to 2014 will be annually subject to negotiation and approval by the board of directors.

We shall be pleased to discuss this letter with you at any time. For your convenience in confirming these arrangements, we enclose a copy of this letter. Please sign and return it to us to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Very truly yours,

KPMG LLP

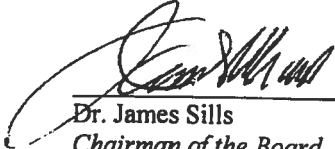
Joseph P. Charles  
*Partner*



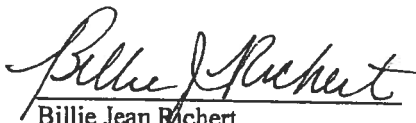
Big Rivers Electric Corporation  
May 14, 2013  
Page 8 of 10

**ACCEPTED:**

Big Rivers Electric Corporation

  
\_\_\_\_\_  
Dr. James Sills  
*Chairman of the Board*

5-17-13  
Date

  
\_\_\_\_\_  
Billie Jean Richert  
*Vice President of Accounting, Rates, and Chief Financial Officer*

5-17-13  
Date



**Fees for Services**

Based upon our discussions with and representations of management, our fees for services we will perform are estimated as follows:

|  |           |
|--|-----------|
| Audit of the financial statements of Big Rivers Electric Corporation as of and for the year ended December 31, 2013 and 2012   | \$175,000 |
| Audit of the financial statements of Big Rivers Electric Corporation as of and for the years ended December 31, 2014 and 2013. | \$177,500 |

**Other Reports:**

Other reports that we will issue as part of this engagement for 2013 and 2014 are as follows:

| <u>Report</u>  | <u>Fee</u>             |
|--|------------------------|
| Report on Compliance and on Internal Control Over Financial Reporting Based on Audit of Financial Statements Performed in Accordance with Government Auditing Standards and based on 7 CFR Part 1773, Policy on Audits of RUS Borrowers. | Included in fees above |
| RUS Management Letter  | Included in fees above |

The above estimates are based on the level of experience of the individuals who will perform the services. In addition, expenses are billed for reimbursement as incurred. Expenses for items such as travel, telephone, postage, and typing, printing, and reproduction of financial statements are estimated at \$20,000 - \$25,000. Circumstances encountered during the performance of these services that warrant additional time or expense could cause us to be unable to deliver them within the above estimates. We will endeavor to notify you of any such circumstances as they are assessed.

Where KPMG is reimbursed for expenses, it is KPMG's policy to bill the Company the amount incurred at the time the good or service is purchased. If KPMG subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, KPMG does not credit such payment to the Company. Instead, KPMG applies such payments to reduce its overhead costs, which costs are taken into account in determining KPMG's standard billing rates and certain transaction charges which may be charged to the Company.



**Hourly Rates for Additional Services**

To the extent additional services are provided to Company outside the scope of this engagement letter, we will bill the Company at the hourly rates listed below. The nature and scope of any such work will be agreed to with management prior to beginning the additional services. In the event there are circumstances that arise related to additional services we will take all reasonable steps to notify management and the board of directors of the changes as soon as possible and if any resulting changes would be subject to a separate written arrangement between KPMG and the Company.

| Experience Level  | Audit Hourly Rates |
|-------------------|--------------------|
| Partner           | \$375              |
| Managing Director | N/A                |
| Senior Manager    | \$300              |
| Manager           | \$225              |
| Senior Associate  | \$175              |
| Associate         | \$135              |



## System Review Report

To the Partners of KPMG LLP  
and the National Peer Review Committee of the AICPA Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of KPMG LLP (the Firm), applicable to non-SEC issuers, in effect for the year ended March 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, an audit performed under FDICIA, and an audit of a carrying broker-dealer.

In our opinion, the system of quality control for the accounting and auditing practice of KPMG LLP, applicable to non-SEC issuers, in effect for the year ended March 31, 2011, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. KPMG LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads "PricewaterhouseCoopers LLP".

December 2, 2011

# MCBRAYER, MCGINNIS, LESLIE & KIRKLAND PLLC

W. TERRY MCBRAYER  
JOHN R. MCGINNIS  
PHILIP BRUCE LESLIE <sup>1,2</sup>  
WILLIAM D. KIRKLAND  
J.D. ATKINSON, JR.  
JAMES G. AMATO  
GEORGE D. GREGORY <sup>1</sup>  
BRENT L. CALDWELL  
W. BRENT RICE  
STUART MCCOY <sup>3</sup>  
JAMES H. FRAZIER, III <sup>2,4</sup>  
LISA ENGLISH HINKLE  
WILLIAM R. PALMER, JR.  
BRUCE W. MACDONALD <sup>4</sup>  
I. BRUCE SIMPSON, JR.  
ROBERT E. MACLIN, III <sup>6</sup>  
PAMELA ADAMS CHESNUT  
CHRISTINE N. WESTOVER  
CHRISTOPHER J. SHAUGHNESSY  
KAREN C. CHRISMAN  
STEPHEN G. AMATO  
TERRY R. STALLARD <sup>7</sup>  
MARY ESTES HAGGIN  
DOUGLAS T. LOGSDON <sup>1</sup>  
R. STEPHEN MCGINNIS <sup>8</sup>  
JON A. WOODALL  
SIACY C. KUIA <sup>3</sup>  
JARON P. BLANDFORD  
CHAD M. SMITH  
G. MICHAEL CAIN, II  
DAVID A. COHEN  
JOHN I. MCBRAYER <sup>9</sup>  
NATHAN BILLINGS  
LINDA FRANCISCO THACKER  
HOLLY J. TURNER  
BRENDAN R. YATES  
PAUL L. CRAFT  
JOSHUA J. MARKHAM  
ANNE E. COOK

201 EAST MAIN STREET  
SUITE 1000  
LEXINGTON, KENTUCKY 40507  
859-231-8780  
FACSIMILE 859-231-6518  
WWW.MMLK.COM

300 WHITAKER BANK BUILDING  
P.O. BOX 1100  
FRANKFORT, KY 40602-1100  
502-223-1200  
FACSIMILE 502-227-7385  
www.mmlkw.com

MAIN and HARRISON STREETS  
P.O. BOX 280  
GREENUP, KY 41144-0280  
606-473-7303  
FACSIMILE 606-473-9003  
E-MAIL mmlkgr@zoomnet.net

1508 GREENUP AVE.  
ASHLAND, KY 41101  
606-326-0822  
FACSIMILE 606-326-0832

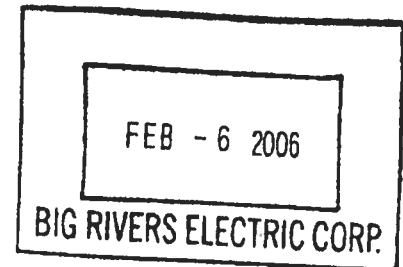
GOVERNMENT RELATIONS OFFICE  
WHITAKER BANK BUILDING  
SUITE 308  
305 ANN STREET  
FRANKFORT, KY 40601-2847  
502-875-1176  
FACSIMILE 502-226-6234  
www.mmlkgrv.com

Governmental Relations  
SEAN M. CUTLER  
J. CHRIS NOLAN  
MARY ELLEN W. HORNER  
CHARLES LAMBERT  
JASON BENILEY

February 3, 2006

<sup>1</sup> ALSO ADMITTED IN COLORADO  
<sup>2</sup> ALSO ADMITTED IN FLORIDA  
<sup>3</sup> ALSO ADMITTED IN NORTH CAROLINA  
<sup>4</sup> ALSO ADMITTED IN OHIO  
<sup>5</sup> ALSO ADMITTED IN MISSISSIPPI  
<sup>6</sup> ALSO ADMITTED IN TEXAS  
<sup>7</sup> ALSO ADMITTED IN GEORGIA  
<sup>8</sup> ALSO ADMITTED IN WEST VIRGINIA  
<sup>9</sup> ALSO ADMITTED IN MISSOURI

Mr. David Spainhoward  
Vice President of External Relations and Interim  
Chief Production Officer  
Big Rivers Electric Corporation  
201 Third Street  
P.O. Box 24  
Henderson, KY 42419-0024



Dear David:

Attached you will find the executed Amendment to Government Relations Services Agreement which ~~MMLK~~ has with Big Rivers Electric Corporation. Thanks very much for using us and allowing us to work on your behalf. I look forward to seeing you soon.

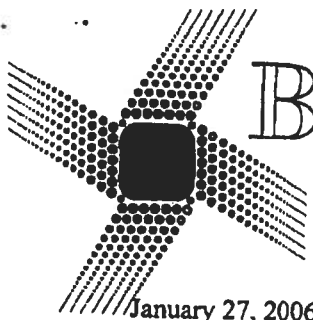
Sincerely,

  
W. Terry McBrayer

WTM/dkw  
Enclosure

-1- of 2.

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 279 of 362



Big Rivers  
Electric Corporation

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

January 27, 2006

Hon. W. Terry McBrayer  
Senior Partner  
~~McBrayer, McGinnis, Leslie & Kirland PLLC~~  
163 West Short Street, Suite 300  
Lexington, Kentucky 40507-1361

Re: Amendment to Government Relations Services Agreement

Dear Terry:

As you know, McBrayer, McGinnis, Leslie & Kirland PLLC ("MMLK") and Big Rivers Electric Corporation ("Big Rivers") entered into an agreement by letter agreement dated January 3, 2002, whereby, in addition to other terms and conditions, MMLK agreed to provide government relations services, including legislative and executive branch lobbying, on behalf of Big Rivers in exchange for Big Rivers paying a fixed fee of \$1,000 per month for lobbying and \$1,000 per month for public relations during the term of the agreement. The parties now wish to and do hereby amend that agreement to provide that effective January 1, 2006, in exchange for MMLK's services, Big Rivers agrees to pay to a fixed fee of \$1,100 per month for lobbying and \$1,100 per month for public relations during the term of the agreement.


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

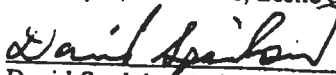
Sincerely,


David Spainhoward  
Vice President of Contract Administration and Regulatory Affairs  
Big Rivers Electric Corporation

Date: 2/3/06

Date: 1/27/06

  
\_\_\_\_\_  
W. Terry McBrayer  
Senior Partner  
McBrayer, McGinnis, Leslie & Kirland

  
\_\_\_\_\_  
David Spainhoward  
Vice President of External Relations and Interim  
Chief Production Officer  
Big Rivers Electric Corporation

Your Touchstone Energy® Cooperative 

- 2 -  
END

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 280 of 362



**H. Edgar Hill, JD**  
Principal

462 South Fourth Street, Suite 1100  
Louisville, KY 40202  
502 561 4694  
www.mercer.com

# MERCER

The objective of this Statement of Work is to confirm the scope of our work and the compensation for this project. This Statement of Work is subject to the terms and conditions contained in our current engagement letter dated January 9, 2010. All capitalized terms not defined in this Statement of Work shall have the meanings ascribed to them in our existing engagement letter.

## Project Details

1. Project name: **Cycle B Restatement and Determination Letter Filings**
2. Description of Mercer responsibilities: **Draft restatement to incorporate prior amendments and other required changes and prepare the form 5300 determination letter filing for the following plans:**
  - **Big Rivers Electric Corporation Salaried Employees' Retirement Plan**
  - **Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan**
  - **Big Rivers Electric Corporation Bargaining Employees' Retirement Plan**
  - **Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan**
3. Description of client responsibilities:
  - **Review and timely adopt restatements**
  - **Review and timely file the Form 5300 determination letter filing**
4. Period of time over which work will be performed: **Date of execution of this Statement of Work by Big Rivers through January 31, 2013. This Statement of Work will expire 90-days after the last favorable determination letter is received.**
5. Compensation/fees:
  - **Restatement - Big Rivers Electric Corporation Salaried Employees' Retirement Plan: \$8,000 - \$10,000**
  - **Restatement - Big Rivers Electric Corporation Bargaining Employees' Retirement Plan: \$6,000 - \$8,000**
  - **Restatement - Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan: \$8,000 - \$10,000**
  - **Restatement - Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan: \$6,000 - \$8,000**
  - **Form 5300 Determination Letter Filing: \$6,000 - \$8,000 for each plan**

## Fee Structure

Our compensation for the services will be professional fees in the amount of **\$52,000 - \$68,000**. These fees are for a first draft to Big Rivers. The fees also assume that executed amendments and documents and information to prepare the Form 5300 determination letter filing are readily available. If the service scope for this project changes, we may need to adjust the fee quote. However, any add-on services or changes will be discussed and mutually agreed upon before they are executed. In addition to such compensation, we also bill for necessary travel and other expenses related to the services requested. Any follow up

Case No. 2013-00199

Attachment for PSC 1-45

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Consulting. Outsourcing. Investments.

# MERCER

work with the Internal Revenue Service after the determination letter applications have been filed is not within the scope of this Statement of Work.

We appreciate your business and look forward to working with you on this engagement. Please acknowledge your agreement to the terms contained herein by signing below.

## **Mercer (US) Inc.**



By:  
Name: H. Edgar Hill

Date: January 25, 2012

Title: Principal

ACCEPTED AND AGREED

## **Big Rivers Electric Corporation**

By:  \_\_\_\_\_

Name: JAMES V HAWER  
(Please Print)

Date: 4-13-12

Title: VP ADMINISTRATIVE SERVICES

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative

013518

## CHECK REQUEST

(Corporate Policy & Procedures are on Intranet)

If applicable:  
Wire # \_\_\_\_\_  
Payment Date: \_\_\_\_\_

SEND CHECK TO: Joy Wright

DUE DATE:

|                        |  |
|------------------------|--|
| Supplier Name          | Midwest Independent Transmission System Operator |
| Address                | 720 City Center Drive<br>Carmel, IN 46032        |
| Business Purpose       | Deposit for Att Y-2 Study for Green              |
| Prepared by signature: | Joy P. Wright                                    |
| Date:                  | 4-22-13  |
| Approved by signature: | Robert W. Beung                                  |
| Date:                  | 4-22-13  |
| Approver title:        |  |

| ACCOUNTING DISTRIBUTION |            |          |          |          |                    |
|-------------------------|------------|----------|----------|----------|--------------------|
| ACCOUNT#                | PROJECT    | TASK     | EXP TYPE | RESP ORG | AMOUNT             |
|                         | DR BAL SHI | 14379500 | 0314     | 0999     | \$70,000.00        |
|                         |            |          |          |          |                    |
|                         |            |          |          |          |                    |
|                         |            |          |          |          |                    |
|                         |            |          |          |          |                    |
|                         |            |          |          |          |                    |
|                         |            |          |          |          |                    |
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|                         |            |          |          |          |                    |
|                         |            |          |          |          |                    |
|                         |            |          |          |          |                    |
| <b>TOTAL</b>            |            |          |          |          | <b>\$70,000.00</b> |

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Attachment for PSC 1-45  
Page 283 of 362

**ATTACHMENT Y-2 Request for Non-Binding Study Regarding Potential SSR Status**

**Version: 0.0.0 Effective: 9/24/2012**

**ATTACHMENT Y-2**

**Request for Non-Binding Study Regarding Potential SSR Status**

This is a request that the Transmission Provider conduct a non-binding study of the reliability impacts related to a potential change of status of a portion or all of either a Generation Resource or a Synchronous Condenser Unit ("SCU"). An electronic copy of the completed form will be accepted by the Transmission Provider, however, the study application will not be considered complete until the original form containing an original signature, including all attachments, and the study deposit funds are received by the Transmission Provider at the following address:

MISO  
Attention: Director of Transmission Expansion Planning  
720 City Center Drive  
Carmel, IN 46032.

Name of Market Participant owning and/or operating the Generation Resource or SCU  
Big Rivers Electric Corporation (BRPS)

Type of interest in Generation Resource:  Owner of Generation Resource  
 Operator of Generation Resource

Name of Market Participant owning and/or operating the Synchronous Condenser Unit ("SCU")

Type of interest in SCU:  Owner of SCU  
 Operator of SCU

Market Participant's state of organization or incorporation Kentucky

Generation Resource/SCU [plant name(s), unit number(s), and unit's maximum net output]

Green Unit 1 (BREC.GREEN1), 231 MW

Green Unit 2 (BREC.GREEN2), 223 MW

Market Participant is considering whether to make unavailable a Generation Resource/SCU, and hereby requests a study at Market Participant's expense to determine the impact of removing the Generation Resource/SCU from service, as specified below.

The start date for the potential removal from service is the 1st day of Feb, 2014.

The return to service date to be assumed for the purpose of the requested study is the 1st day of Feb, 2016.

Additional operational limits to be considered in the evaluation are described below:

See attachment.

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The Transmission Provider may request additional information as reasonably necessary to conduct the subject study. If the Market Participant does not provide all of the information requested by the Transmission Provider in a timely manner, then the Transmission Provider may be unable to complete the study within 75 days and will so advise the Market Participant.

The Market Participant understands and agrees that the results of this request for a study will not be Confidential Information under the Transmission Provider's Tariff if the Market Participant declines to rescind the Attachment Y-2 request after receiving notice that the subject study has been completed by the Transmission Provider pursuant to Section 38.2.7(m). The Transmission Provider will make the results of the study public by posting the information on

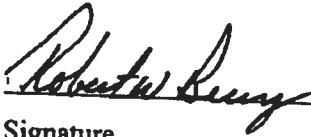
OASIS for informational purposes at the same time that the results of the study are provided to the Market Participant. A Market Participant will have the right to rescind the request for an informational study by notifying the Transmission Provider prior to its completion of the informational study. In the event of a rescission of an informational study request, the Market Participant shall remain liable for all expenses incurred by the Transmission Provider in conducting the study up until notice of rescission, however the Transmission Provider shall not post any study results on OASIS or release the results to the Market Participant. This request for a non-binding study is not intended to constitute an offer to enter into a binding SSR Agreement pursuant to Section 38.2.7 of the Tariff, but is intended only as a request for a non-binding study of the transmission reliability impacts of a potential future status change of the Generation Resource/SCU.

The Market Participant is enclosing a study deposit of \$70,000 made payable to the Transmission Provider, as partial payment for the study's costs and expenses. The Transmission Provider shall invoice the Market Participant for all costs and expenses reasonably incurred in excess of the deposit amount, or shall refund any remaining portion of such deposit, upon completion of the non-confidential study. The Market Participant agrees to pay all such invoices.

The Transmission Provider shall use Reasonable Efforts to complete the evaluation no later than seventy-five (75) Calendar Days from the date of receipt of the deposit and completed Attachment Y-2 for the non-confidential study request. The Market Participant agrees that: (1) the results of such non-confidential study will only provide the Market Participant with a probability of the outcome if the Market Participant later elects to submit an Attachment Y form under the terms of Section 38.2.7 of the tariff; (2) such study results will not necessarily be

binding upon the Transmission Provider if an Attachment Y notification is later made, except as provided for under Section 38.2.7(n) of the Tariff; and (3) the study is being made to explore options and does not mean that the Market Participant has made any decisions about the future status of the facility.

The undersigned certifies that I am an officer of the Market Participant that owns or operates the subject Generation Resource/SCU, that I am authorized to execute and submit this study request on behalf of subject Generation Resource/SCU, and that the statements contained herein are true and correct.



Signature

Name: Robert W. Berry

Title: Chief Operating Officer

Date: 4-22-13

Contact phone number: (270) 844-8186

Contact email address: bob.berry@bigdrivers.com

Certification

STATE OF Kentucky

COUNTY OF Henderson

Before me, the undersigned authority, this day appeared Robert W. Berry, known by me to be the person whose name is subscribed to the foregoing instrument, who, after first being sworn by me deposed and said:

"I am an officer of Big Rivers Elect. Corp. I am authorized to execute and submit the foregoing study request on behalf of Big Rivers Elect. Corp. and the statements contained in such application are true and correct."

SWORN TO AND SUBSCRIBED TO BEFORE ME, the undersigned authority on this the 22 day of April, 2013.

Joy P. Wright

Notary Public, State of Kentucky

My Commission expires

Notary Public, Kentucky State-At-Large  
My Commission Expires: July 3, 2014  
ID 421951



**Attachment to Big Rivers Electric Attachment Y-2 Study Request for Green Units 1 and 2**

Big Rivers requests that MISO evaluate several scenarios for this Attachment Y-2 study as summarized in the table below. While MISO nor Big Rivers has determined what state the Wilson and Coleman units will be in, please assume those generators have already been laid-up or not as show below.

| Scenario | Wilson generator laid-up | Coleman generators laid-up | Century Load (MW) | Alcan Load (MW)     |
|----------|--------------------------|----------------------------|-------------------|---------------------|
| 1A       | N                        | N                          | 482 – Note A      | 368 (per MECT) + 10 |
| 1B       | N                        | N                          | 482 – Note A      | 368 (per MECT) + 22 |
| 1C       | N                        | N                          | 482 – Note A      | 0 – Note B          |
| 1D       | N                        | N                          | 0 (per MECT)      | 368 (per MECT) + 10 |
| 1E       | N                        | N                          | 0 (per MECT)      | 368 (per MECT) + 22 |
| 1F       | N                        | N                          | 0 (per MECT)      | 0 – Note B          |
| 2A       | Y                        | N                          | 482 – Note A      | 368 (per MECT) + 10 |
| 2B       | Y                        | N                          | 482 – Note A      | 368 (per MECT) + 22 |
| 2C       | Y                        | N                          | 482 – Note A      | 0 – Note B          |
| 2D       | Y                        | N                          | 0 (per MECT)      | 368 (per MECT) + 10 |
| 2E       | Y                        | N                          | 0 (per MECT)      | 368 (per MECT) + 22 |
| 2F       | Y                        | N                          | 0 (per MECT)      | 0 – Note B          |
| 3A       | N                        | Y                          | 482 – Note A      | 368 (per MECT) + 10 |
| 3B       | N                        | Y                          | 482 – Note A      | 368 (per MECT) + 22 |
| 3C       | N                        | Y                          | 482 – Note A      | 0 – Note B          |
| 3D       | N                        | Y                          | 0 (per MECT)      | 368 (per MECT) + 10 |
| 3E       | N                        | Y                          | 0 (per MECT)      | 368 (per MECT) + 22 |
| 3F       | N                        | Y                          | 0 (per MECT)      | 0 – Note B          |

- IF UNDER ANY SCENARIO, THE GREEN UNITS ARE REQUIRED FOR RELIABILITY, please note if one or both units are required for reliability.
- IF UNDER ANY SCENARIO, THE GREEN UNIT(S) IS/ARE REQUIRED FOR RELIABILITY, please note the amount of load that could be present at the Alcan EPnodes (as a single CPNode) that would still allow the unit(s) to be temporarily idled. More specifically, if the unit(s) are required for reliability with an Alcan load as specified above, please note at what specific reduced Alcan load level would the unit(s) be able to be shut down (100, 200, 300, etc.).

Please note the following:

- The demand and energy forecasts submitted to MISO on November 1, 2012, via the New MECT tool reflect
  - Century load dropping from 482 MW at a 0.98 load factor on August 19, 2013 to 0 MW on August 20, 2013.
  - Alcan load at 368 MW at a 0.98 load factor. However, for

- Scenarios 1A, 1D, 2A, 2D, 3A and 3D add 10 MW to Alcan for a total of 378 MW at a 0.98 load factor.
- Scenarios 1B, 1F, 2B, 2F, 3B and 3F add 22 MW to Alcan for a total of 390 MW at a 0.98 load factor

**Note A**

- Add a Century load of 482 MW at a 0.98 load factor continuing after August 19, 2013 to the demand and energy forecasts submitted to MISO on November 1, 2012 via the New MECT tool. The load shape is a flat line.

**Note B**

- Subtract an Alcan load of 368 MW at a 0.98 load factor after January 30, 2014 from the demand and energy forecasts submitted to MISO on November 1, 2012 via the New MECT tool. The load shape is a flat line.
- Wilson generator is CPNode BREC.WILSON1
- Coleman 1, 2 and 3 generators are CPNodes BREC.COLE1, BREC.COLE2 and BREC.COLE3
- Century Load is presently represented at the following EPNodes under the BREC.BREC CPNode.
  - L BREC COLEMABR NSAO
  - L BREC COLEMABR NSA1
  - L BREC COLEMABR NSA2
  - L BREC COLEMABR NSA3
  - L BREC COLEMABR NSA4
- Based on MISO Commercial Model changes requested by Big Rivers on March 15, the above Century nodes will be aggregated on Aug 20, 2013 to create a new CPNode called BREC.CENTURY under separate AO: BR\_CENTAO
- Alcan Load is presently represented at the following EPNodes under the BREC.BREC CPNode.
  - L BREC REID ALC1
  - L BREC REID ALC2
  - L BREC REID ALC3
  - L BREC REID ALC8

**For all scenarios above:**

- If MISO determines there is a reliability concern and a SSR Agreement is needed that an estimate of the cost allocation percentages among affected LSE's also be determined. When estimating the cost allocation percentages, assume that the Century load and Alcan load at the above EPNodes will be under two separate new CPNodes that are under a LSE/Asset Owner/Market Participant other than Big Rivers.



Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR:** NAVIGANT CONSULTING INC  
 10075 WESTMOOR DRIVE  
 SUITE 200  
 WESTMINSTER, CO 80021

| PURCHASE ORDER                                      |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>216688</b>                  | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                         | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY | UNIT  | UNIT PRICE | EXTENSION |
|------------------------------|-------------------------|--|-----|---|------------|-----------|
| VENDOR NO<br>51895           | DELIVER TO              | DATE OF ORDER/BUYER<br>30-JAN-13 Frederick, Dana Leigh |     | REVISED DATE/BUYER<br>Frederick, Dana Leigh |            |           |
| PAYMENT TERMS<br>IMMEDIATE   |                         | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       |     | F.O.B<br>DESTINATION                        |            |           |
| FREIGHT TERMS<br>PREPAID ADD |                         | SHIP VIA   |     | VENDOR CONTACT/TELEPHONE<br>(303) 635-0500  |            |           |

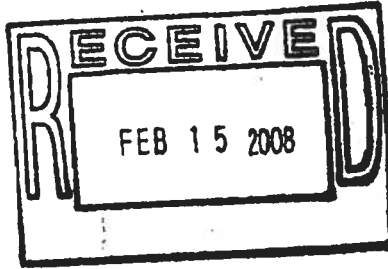
**Special Instructions:** This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

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

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY | UNIT | UNIT PRICE  | EXTENSION    |
|------|---|-------------|-----|------|-------------|--------------|
| 1.1  | NAVIGANT - GKS SUBSCRIPTION 2/13 - 1/14<br>DELIVER TO: WRIGHT, JOY POWELL | 29-JAN-13   | 1   | EACH | \$ 20000.00 | \$ 20,000.00 |

**TOTAL** \$ 20,000.00

*Dana Frederick*



ORRICK, HERRINGTON & SUTCLIFFE LLP  
 666 FIFTH AVENUE  
 NEW YORK, NY 10103-0001  
 tel 212-506-5000  
 fax 212-506-5151  
 WWW.ORRICK.COM

*Ralph A.*

February 11, 2008

Carl F. Lyon, Jr.  
 (212) 506-5180  
 cflyon@orrick.com

**PERSONAL & CONFIDENTIAL**

Mr. William Blackburn  
 Chief Financial Officer  
 Big Rivers Electric Corporation  
 201 Third Street  
 P.O. Box 7024  
 Henderson, Kentucky 42420

Re: January Billings

Dear Bill:

Enclosed are two invoices for work performed through January 31, 2008 in connection with the Core Project and various other matters.

In setting billing rates this year, the firm reviewed studies by PriceWaterhouse Coopers and the Law Firm Advisory Group of Citigroup that indicated our rates were substantially below those of our peer firms. For this reason, we have instituted unusually large rate increases averaging about 12%. I am not comfortable passing the full increase on to my clients in one year; therefore, I have decided to discount our time this year by 5%. The enclosed bill reflects that discount.

Please contact me if you have any questions. Best regards.

Sincerely,

*[Signature]*  
 Carl F. Lyon, Jr.

Enclosure

*William Blackburn 2-14-08*



ORRICK

RECEIVED MAR 05 2007

ORRICK, HERRINGTON & SUTCLIFFE LLP  
666 FIFTH AVENUE  
NEW YORK, NY 10103-0001  
tel: 212-506-5000  
fax: 212-506-5153  
WWW.ORRICK.COM

February 27, 2007

Carl F. Lyon  
(212) 506-5180  
cflyon@orrick.com

Michael Core  
President & CEO  
Big Rivers Electric Corporation  
201 Third Street  
P.O. Box 24  
Henderson, KY 42420

Re: Annual Billing Rate Adjustment

Dear Mike:


We would like to let you know that effective January 1, 2007, Orrick Herrington & Sutcliffe has increased its hourly billing rates. On the average, the rates will go up by approximately 7.5 percent.

Hourly rates for Orrick partners currently range from \$495 - \$755; they will rise to \$535 - \$820. For associates, the lower end of the range will increase from \$235 to \$250. At the upper end of the range, associate rates will increase from the current \$490 to \$535. (The hourly rates for certain associates will increase modestly again on October 1, when the firm makes its annual adjustments to seniority levels of its associate attorneys.)

We will continue to charge for disbursements in accordance with our standard Client Charges and Disbursements Policy, a copy of which is enclosed for your review.

We strive to provide exceptional, cost-effective services to our clients, and assure you that our rates will remain competitive. As always, I am available to discuss this or any other matter with you at your convenience.

Sincerely,

  
Carl F. Lyon

Enclosure

cc: C. William Blackburn (w/enc.)

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 293 of 362



ORRICK

## **CLIENT CHARGES AND DISBURSEMENTS POLICY for OFFICES in the UNITED STATES - Effective January 1, 2007**

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Orrick, Herrington & Sutcliffe LLP bills clients for expenses and charges incurred on the client's behalf in the disbursements section of our invoices. Non-labor expenses incurred through use of external services are charged at the invoiced cost to the firm, and do not include non-client specific volume discounts offered to Orrick. Charges for in-house services are calculated with reference to internal labor costs and associated administrative costs, overhead, and materials. Our charges for disbursements made through offices in the United States are as follows:

### **Telephone Calls**

Charges for long-distance calls, including credit card and third party calls, are based on Orrick's approximate cost. Clients are not charged for local calls.

### **Document Reproduction**

Document reproduction, whether photocopied or printed, is charged at \$0.20 per black and white page and \$1.25 per color page.

### **Document Transmission**

- **Facsimile:** Outgoing faxes are charged at \$1.75 per page, plus any long-distance calling cost.
- **United States Postal Service:** U.S. Postal Service expenses are charged at cost.
- **Courier:** Overnight courier services are charged at the rates charged to Orrick.
- **Messenger Service:** Hand deliveries are charged at the rates charged to Orrick.

### **Document Preparation**

- **Word Processing:** The preparation and proofreading of standard legal documents is charged at \$50 per hour. The exception is work done at Orrick's Global Operations Center, which is charged at \$40 per hour. If it is necessary for a secretary (non-timekeeper) to perform such work after regular business hours, the client will also be subject to the overtime expense associated with such work.
- **Desktop Publishing:** Standard desktop publishing work involving nonstandard software and specially trained operators is charged at \$60 per hour. The creation of patent diagrams of simple or moderate complexity is charged at \$75 per hour. The creation of patent diagrams of a more complex nature is charged at \$100 per hour.
- **Edgarizing:** Manual conversion and Edgar coding of documents for electronic submission to the Securities and Exchange Commission is charged at \$50 per hour.
- **Reproduction of Deal Transcripts:** The fee charged varies based on the size of the binder used and the type of binding (*e.g.*, whether a leather bound volume is provided). If the transcripts are scanned onto a compact disc, there is a flat fee for the first compact disc produced and a lower flat fee for each additional disc produced. A specific price quotation will be provided upon request at the time such items are ordered.
- **CD-ROM Production:** For CD-ROM production other than Deal Transcripts, there is a flat fee of \$10 for each disc produced. Vendor CD-ROM production, including both materials and labor, is charged at cost.
- **Binding:** Velobinding, spiral binding, etc. is charged at \$3.50 per binding.

Case No. 2013-00199

Attachment for PSC 1-45

Page 294 of 362



ORRICK

## **CLIENT CHARGES AND DISBURSEMENTS POLICY for OFFICES in the UNITED STATES - Effective January 1, 2007**

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### **Word Processing Ancillary Services**

The following pricing applies to ancillary word processing services. Other pricing may apply if the work is performed by a paralegal or member of our Litigation Support department whose time is chargeable by the hour.

- **Scanning, OCR, PDF Conversion:** at vendor invoice when performed by an outside vendor.
- **Image Printing/Blowback:** Printing from CD or scanned documents, including electronic numbering, is charged at 20¢ per page for black and white and \$1.25 per page for color.

### **Local Transportation**

The client is charged for after hours local transportation costs to and/or from our office for lawyers and staff. This policy ensures safe commuting during evening hours, when a lawyer or support staff member is required to be in the office due to client work. Transportation such as taxi, car service, and rail service is charged at cost. When a personal car is used, mileage is charged at the IRS-sanctioned rate and parking and tolls are charged at cost.

### **Out-of-Town Travel**

Travel costs for air and rail travel, car service, lodging, meals, car rental, gratuities, and other reasonable items associated with travel are charged at cost. Specific policies include:

- **Air Travel:** Firm lawyers fly in accordance with the client's policies and preferences, provided that such a policy has been communicated to us. In the absence of such a policy, travelers generally fly coach domestically and business class internationally, unless otherwise agreed with the client.
- **Lodging:** Lodging is charged at cost.

### **Meals**

Business meals with the client are charged at cost. When client requirements dictate that overtime, weekend, or holiday work be performed, lawyer, paralegal, and staff meals are charged to the client at cost.

### **Other Third Party Disbursements**

Third party disbursements, including filing fees, expert witness fees, professional fees, local counsel fees, and court fees that are incurred by the firm on behalf of clients are charged at cost.

### **Research Services**

Research performed by our in-house Research Librarians is charged to clients at rates of between \$150 and \$185 per hour. Charges for Lexis and Westlaw are based on retail rates that do not include non-client specific volume discounts offered to Orrick. Use of fee based internet research services other than Lexis and Westlaw is charged at Orrick's cost. There is no separate charge for free internet research, including SEC filing retrievals.

### **International Offices**

Disbursements made on behalf of clients in our offices outside of the United States will be billed according to the Client Charges and Disbursement Policy for those offices.

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 295 of 362



ENTERPRISE ASSET OPTIMIZATION

<http://www.powercosts.com>

**Corporate Headquarters:**

3550 W. Robinson, Suite 200  
Norman, OK 73072  
Phone: 405-447-6933  
Fax: 405-360-3713

**Regional Office:**

2500 CityWest Blvd., Suite 300  
Houston, TX 77042  
Phone: 713-626-3399  
Fax: 713-626-8811

September 17, 2012

Lindsay N. Barron, CPA  
Managing Director Energy Services  
Big Rivers Electric Corporation  
PO Box 24  
Henderson, KY 42419

Subject: PCI Consulting for Big Rivers

Dear Lindsay:

Enclosed for your review is our PCI proposal to provide consulting to Big Rivers on MISO Market Operations.

Our PCI estimate is 1-2 man-weeks (10-20 K\$) to support this project. PCI will charge our standard T&M rates plus travel costs (See Attachment 1). Khai Le will be the principal investigator for this project (See Attachment 1).

If you have questions, please feel free to call me at 919-730-9899.

Regards,  
Khai Le  
Vice President, PCI  
Email: [Kle@powercosts.com](mailto:Kle@powercosts.com)  
Ph: 919-730-9899 (Cell)

Accepted By:

\_\_\_\_\_  
Big Rivers Electric Corporation

\_\_\_\_\_  
Date



Lindsay Barron  
RE: Quote for PCI Consulting  
September 17, 2012  
Page 2 of 2

**ATTACHMENT 1**

**PCI Consulting Rates**

| <b>Position</b>                                       | <b>PCI Engineers</b> | <b>PCI Rate (\$/Hr)</b> |
|---|----------------------|-------------------------|
| <b>Vice President</b>                                 | <b>Khai Le</b>       | <b>\$300</b>            |
| <b>Director</b>                                       |                      | <b>\$275</b>            |
| <b>Project Manager<br/>Sr. Consultant<br/>Manager</b> |                      | <b>\$250</b>            |
| <b>Sr. Application Engineer<br/>Consultant</b>        |                      | <b>\$225</b>            |
| <b>Application Engineer<br/>Sr. Analyst</b>           |                      | <b>\$200</b>            |
| <b>Analyst</b>  |                      | <b>\$175</b>            |



201 Third Street (42420)  
P. O. Box 24  
Henderson, KY 42419-0024  
270- 827-2561  
www.bigrivers.com

135.0.75

## Interoffice Memorandum

**To:** Al Yockey  
**From:** Bill Blackburn *Bill*  
**Date:** November 3, 2011  
**RE:** Consulting Agreement Between The Prime Group, LLC  
And Sullivan, Mountjoy, Stainback & Miller, PSC

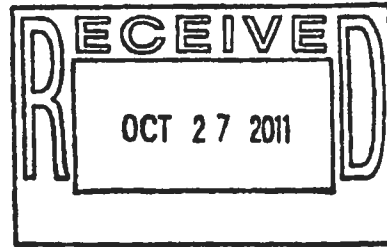
Please find attached for your files a copy of the Consulting Agreement between The Prime Group, LLC and Sullivan, Mountjoy, Stainback & Miller, PSC dated September 29, 2011. This agreement engages the consulting services of The Prime Group, LLC for work on the City of Henderson's Midwest ISO cost issue.

If you have any questions regarding this document, please let me know.

CWB/vk

Attachment

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC  
ATTORNEYS AT LAW



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

October 26, 2011

Bill Blackburn  
Big Rivers Electric Corporation  
201 Third Street, P.O. Box 24  
Henderson, KY 42419-0024

Re: The Prime Group

Dear Bill:

Enclosed is one counterpart of the consulting agreement I have signed with The Prime Group in connection with engagement of The Prime Group to work on the City of Henderson Midwest ISO cost issue.

Sincerely yours,

A handwritten signature in black ink, appearing to be "JMM".

James M. Miller

JMM/ej  
Enclosure

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

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

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 299 of 362

**AGREEMENT  
FOR  
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 29th day of September, 2011, by and between The Prime Group, LLC ("Consultant") with offices located at 6001 Claymont Village Drive, Suite 8, Crestwood, KY 40014; phone (502) 290-0283; FAX (502) 241-4392, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation.

**WITNESSETH:**

WHEREAS, Client desires Consultant to perform certain consulting services ("Services") as hereinafter described, in connection with Client's representation of Big Rivers Electric Corporation ("Big Rivers") on a Henderson Municipal Power & Light ("HMP&L") billing matter related to Big Rivers' membership in the Midwest Independent Transmission System Operator, Inc. ("Midwest ISO") and Consultant desires to perform these services for the compensation and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1                    SERVICES TO BE PERFORMED**

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

**ARTICLE 2                    COMPENSATION**

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

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

### ARTICLE 3           TERMINATION

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

### ARTICLE 4           INSURANCE

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

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

Consultant shall provide not less than 30 days prior written notice to Client of any cancellation or material change in the insurance.

### ARTICLE 5           LIMITATION OF LIABILITY AND HOLD HARMLESS

#### A.       Limitation of Liability

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

#### B.       Re-Performance of Services

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

#### C.       Hold Harmless

Consultant and Client agree to hold each other harmless from all loss, damage, liability, claims or suits (including related expenses, costs, and attorney's fees) resulting from injury to any person or damage to any property connected with the performance under this Agreement due to the negligence, active or passive, or willfulness of each party, acting through its agents, employees or representatives.

D. Survival

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

ARTICLE 6 ASSIGNMENT

This Agreement shall not be assigned by either party without prior written approval of the other party.

ARTICLE 7 APPLICABLE LAW

Throughout the course of the Agreement, the parties will comply with all applicable laws, ordinances and regulations relating to the Agreement and its performance. The Agreement shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

ARTICLE 8 REPORTS

All reports developed by the Consultant under this Agreement shall become the property of Client to be used only in connection with the project, study or service specified in the applicable Request for Services or Proposal. All such reports shall, at Client's request, be delivered to Client upon completion or termination of such services, but the Consultant may retain and use copies thereof.

ARTICLE 9 NOTICES

Any notice provided for or required hereunder shall be given in writing to the following:

TO CLIENT: James M. Miller  
Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
100 St. Ann Street (42303)  
P.O. Box 727 (42302)  
Owensboro, KY  
(270) 926-4000

And to

Albert M. Yockey  
Big Rivers Electric Corporation  
201 Third Street  
Henderson, KY 42420  
(270) 844-6180

TO CONSULTANT: The Prime Group, LLC  
6001 Claymont Village Drive  
Suite 8  
Crestwood, Kentucky 40014  
Attention: Martin J. Blake, Principal

#### ARTICLE 10 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

#### ARTICLE 11 CONFIDENTIALITY

- A. As used in this Agreement, "Confidential Information" shall mean
- (i) any and all non-public information (whether written, digital or in any other form) contained in or relating to the Services,
  - (ii) oral disclosures of non-public information or data relating to the Services, or
  - (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

The Consultant shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

- B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:
- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
  - ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Consultant's employees or

representatives of the Consultant who need to know the Confidential Information for the purposes described in the Agreement;

- iii) notify the Client immediately of any loss of misplacement of Confidential Information, in whatever form.
- C. In the event the Consultant is required by subpoena, court order, government agency, or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Client with immediate written notice and documentation thereof, so that the Client may seek a protective order or other appropriate remedy.
- D. In no event, however, shall the Consultant disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
- E. The Consultant shall not make any public announcements relating to this Agreement without the prior written approval of the Client, except for (i) and announcement intended solely for internal distribution within the Consultant's entity, or (ii) any disclosure required by law, regulation, or government agency request.
- F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
- G. Big Rivers shall be considered a third-party beneficiary of the obligations of Consultant under this Agreement.
- H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

## ARTICLE 12 MISCELLANEOUS

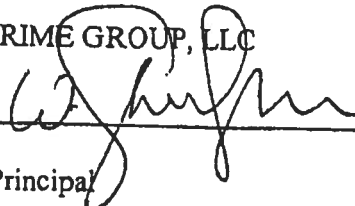
This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

THE PRIME GROUP, LLC

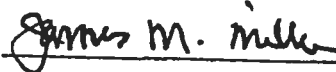
By:



Title: Principal

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C

By:



Title:



## TABLE A

### COMPENSATION

|        |                                   |              |                |
|--------|-----------------------------------|--------------|----------------|
| Labor: | Project Manager/Senior Consultant | John Wolfram | \$175 per hour |
|        | Principal                         | Marty Blake  | \$200 per hour |
|        | Principal & Senior Consultant     | Steve Seelye | \$200 per hour |
|        | Senior Associate                  | Dan Becher   | \$175 per hour |
|        | Consultant                        | Jeff Wernert | \$150 per hour |

Hourly rates effective through December 31, 2012.

Travel: Actual reasonable cost of public transportation, food, lodging, and incidentals.  
Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

Other Expenses: Telephone, computer services, postage, printing, shipping, etc.



201 Third Street (42420)  
P. O. Box 24  
Henderson, KY 42419-0024  
270-827-2561  
www.bigrivers.com

135.0.75.1

## Interoffice Memorandum

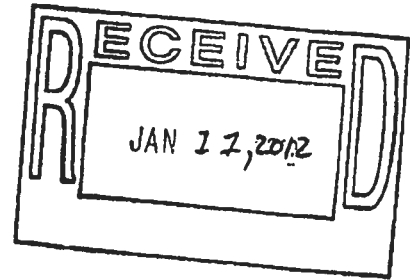
**To:** Al Yockey  
**From:** Bill Blackburn *Bill*  
**Date:** January 11, 2012  
**RE:** Demand Side Management Project  
Agreement for Consulting Services  
With The Prime Group, LLC

Please find attached the Agreement for Consulting Services between The Prime Group, LLC and Sullivan, Mountjoy, Stainback & Miller, PSC. This agreement provides for services in connection with Big Rivers' Demand Side Management Project.

If you have any questions regarding this agreement, please let us know.

CWB/vk

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC  
ATTORNEYS AT LAW



Ronald M. Sullivan  
Jesse T. Mountjoy  
Frank Stainback  
James M. Miller  
Michael A. Fiorella  
Allen W. Holbrook  
R. Michael Sullivan  
Bryan R. Reynolds  
Tyson A. Kamuf  
Mark W. Starnes  
C. Ellsworth Mountjoy  
Mary L. Moorhouse

January 10, 2012

Bill Blackburn  
Big Rivers Electric Corporation  
201 Third Street  
P.O. Box 24  
Henderson, Kentucky 42419-0024

Re: Demand Side Management Project

Dear Bill:

Enclosed for your file is a copy of the Agreement for Consulting Services between our firm and The Prime Group, LLC, engaging it to provide services in connection with Big Rivers' demand side management project. Please call if you have any questions.

Sincerely yours,

A handwritten signature in black ink that appears to read "Jim".

James M. Miller

JMM/ej  
Enclosure

Telephone (270) 926-1000  
Telecopier (270) 683-6694

100 St. Ann Building  
PO Box 727  
Owensboro, Kentucky  
42302-0727

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 308 of 362

**AGREEMENT  
FOR  
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 5th day of January, 2012, by and between The Prime Group, LLC ("Consultant") with offices located at 6001 Claymont Village Drive, Suite 8, Crestwood, KY 40014; phone (502) 290-0283; FAX (502) 241-4392, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation.

**WITNESSETH:**

WHEREAS, Client desires Consultant to perform certain consulting services ("Services") as hereinafter described, in connection with Client's representation of Big Rivers Electric Corporation ("Big Rivers") on a Demand Side Management tariff matter and Consultant desires to perform these services for the compensation and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1            SERVICES TO BE PERFORMED**

Consultant shall perform diligently and competently for Client the consulting services to which the parties may agree from time to time. Consultant shall be an independent contractor, and not an agent of Client, in performing these services, and shall accordingly have sole discretion with respect to scheduling, staffing and all other matters incidental to Consultant's performance of these services. This Agreement shall not be deemed to be an agreement for the sale of goods. Any documentary report or other tangible item furnished under this Agreement will be furnished solely to communicate information relating to the services to be performed under this Agreement.

**ARTICLE 2            COMPENSATION**

For satisfactory performance of the services described in the scope of work, Client shall pay Consultant the compensation for services performed on the following basis:

- (a) Standard time rates for Consultant for the time actually engaged in the performance of the work plus travel, subsistence, and other necessary expenses as summarized in Table A.
- (b) The Consultant shall submit a statement to the client by the fifth day of each month detailing all compensation due hereunder for the preceding month. Client will pay all charges not in conflict on or about the 20th day of that month.

### ARTICLE 3            TERMINATION

This Agreement may be terminated at any time by either party by thirty (30) days written notice to the other party. In the event of termination by Consultant, any assignment which has been accepted by Consultant will be completed if desired by Client. In the event of termination by Client, the work shall be discontinued as provided in the termination instruction, and Client shall pay as provided herein for all work done in accordance with the termination instruction.

### ARTICLE 4            INSURANCE

Consultant will provide and maintain at least the minimum insurance liability or equivalent self-insurance of:

- a) \$1,000,000 per occurrence and aggregate combined single limits for bodily injury and property damage for general liability,
- b) \$1,000,000 per occurrence combined single limit for bodily injury and property damage for automobile liability,
- c) the statutory benefits of the applicable Workman's Compensation Law.

Consultant shall provide not less than 30 days prior written notice to Client of any cancellation or material change in the insurance.

### ARTICLE 5            LIMITATION OF LIABILITY AND HOLD HARMLESS

#### A.            Limitation of Liability

The total cumulative liability of Consultant to Client with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including negligence, whether active, passive, or any other kind) or otherwise, shall not exceed the gross compensation received by Consultant under this Agreement.

#### B.            Re-Performance of Services

If Consultant negligently performs its services and notice is timely given, Consultant shall correct such negligently performed services. Consultant's charges for doing so shall be counted toward the total cumulative liability of Consultant to Client set forth in Article 5-A above.

#### C.            Hold Harmless

Consultant and Client agree to hold each other harmless from all loss, damage, liability, claims or suits (including related expenses, costs, and attorney's fees) resulting from injury to any person

or damage to any property connected with the performance under this Agreement due to the negligence, active or passive, or willfulness of each party, acting through its agents, employees or representatives.

D. Survival

The provisions of this Article shall survive the termination or cancellation of this Agreement or the completion of services performed hereunder.

ARTICLE 6 ASSIGNMENT

This Agreement shall not be assigned by either party without prior written approval of the other party.

ARTICLE 7 APPLICABLE LAW

Throughout the course of the Agreement, the parties will comply with all applicable laws, ordinances and regulations relating to the Agreement and its performance. The Agreement shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

ARTICLE 8 REPORTS

All reports developed by the Consultant under this Agreement shall become the property of Client to be used only in connection with the project, study or service specified in the applicable Request for Services or Proposal. All such reports shall, at Client's request, be delivered to Client upon completion or termination of such services, but the Consultant may retain and use copies thereof.

ARTICLE 9 NOTICES

Any notice provided for or required hereunder shall be given in writing to the following:

TO CLIENT:

James M. Miller  
Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
100 St. Ann Street (42303)  
P.O. Box 727 (42302)  
Owensboro, KY  
(270) 926-4000

And to

Albert M. Yockey  
Big Rivers Electric Corporation  
201 Third Street  
Henderson, KY 42420  
(270) 844-6180

TO CONSULTANT: The Prime Group, LLC  
6001 Claymont Village Drive  
Suite 8  
Crestwood, Kentucky 40014  
Attention: Martin J. Blake, Principal

#### ARTICLE 10 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

#### ARTICLE 11 CONFIDENTIALITY

- A. As used in this Agreement, "Confidential Information" shall mean
- (i) any and all non-public information (whether written, digital or in any other form) contained in or relating to the Services,
  - (ii) oral disclosures of non-public information or data relating to the Services, or
  - (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

The Consultant shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

- B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:
- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
  - ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Consultant's employees or



- representatives of the Consultant who need to know the Confidential Information for the purposes described in the Agreement;
- iii) notify the Client immediately of any loss or misplacement of Confidential Information, in whatever form.
  - C. In the event the Consultant is required by subpoena, court order, government agency, or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Client with immediate written notice and documentation thereof, so that the Client may seek a protective order or other appropriate remedy.
  - D. In no event, however, shall the Consultant disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
  - E. The Consultant shall not make any public announcements relating to this Agreement without the prior written approval of the Client, except for (i) an announcement intended solely for internal distribution within the Consultant's entity, or (ii) any disclosure required by law, regulation, or government agency request.
  - F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
  - G. Big Rivers shall be considered a third-party beneficiary of the obligations of Consultant under this Agreement.
  - H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

## ARTICLE 12 MISCELLANEOUS

This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

THE PRIME GROUP, LLC

By: Martin Blake

Title: Principal

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C

By: J. M. Miller

Title: Shareholder

**TABLE A**

**COMPENSATION**

|        |                                   |              |                |
|--------|-----------------------------------|--------------|----------------|
| Labor: | Project Manager/Senior Consultant | John Wolfram | \$175 per hour |
|        | Principal                         | Marty Blake  | \$200 per hour |
|        | Senior Associate                  | Dan Becher   | \$175 per hour |
|        | Consultant                        | Jeff Wernert | \$150 per hour |

Hourly rates effective through December 31, 2012.

Travel: Actual reasonable cost of public transportation, food, lodging, and incidentals.  
Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

Other Expenses: Telephone, computer services, postage, printing, shipping, etc.



201 Third Street (42420)  
P. O. Box 24  
Henderson, KY 42419-0024  
270-827-2561  
www.bigrivers.com

135.0.75.2

## Interoffice Memorandum

**To:** Al Yockey  
**From:** Vickie King *Viki*  
**CC:** Eric Robeson  
**Date:** February 6, 2012  
**RE:** Agreement for Consulting Services for the Environmental Compliance Plan between The Prime Group, LLC and Sullivan, Mountjoy, Stainback & Miller, PSC (on behalf of Big Rivers Electric Corporation)

Please find attached an original of the Agreement for Consulting Services for the Environmental Compliance Plan between The Prime Group, LLC and Sullivan, Mountjoy, Stainback & Miller, PSC (on behalf of Big Rivers Electric Corporation). Effective date of this agreement is January 19, 2012.

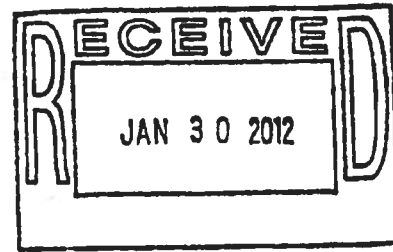
If you have any questions regarding this document, please let me know.

/vk

Attachment

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC  
ATTORNEYS AT LAW

Ronald M. Sullivan  
Jesse T. Mountjoy  
Frank Stainback  
James M. Miller  
Michael A. Fiorilla  
Allen W. Holbrook  
R. Michael Sullivan  
Bryan R. Reynolds  
Tyson A. Kamuf  
Mark W. Searnes  
C. Ellsworth Mountjoy  
Mary L. Moorhouse



January 24, 2012

Bill Blackburn  
Big Rivers Electric Corporation  
201 Third Street  
P.O. Box 24  
Henderson, Kentucky 42419-0024

Re: Environmental Compliance Plan

Dear Bill:

Enclosed for your file is an original counterpart of the Agreement for Consulting Services between our firm and The Prime Group, LLC, engaging it to provide services in connection with Big Rivers' environmental compliance plan and environmental surcharge. Please call if you have any questions.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Jim".

James M. Miller

JMM/ej  
Enclosure

Telephone (270) 926-4000  
Telecopier (270) 683-6694

100 St. Ann Building  
PO Box 727  
Owensboro, Kentucky  
42302-0727

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 317 of 362

**AGREEMENT  
FOR  
CONSULTING SERVICES**

THIS AGREEMENT, made as of the 19th day of January, 2012, by and between The Prime Group, LLC ("Consultant") with offices located at 6001 Claymont Village Drive, Suite 8, Crestwood, KY 40014; phone (502) 290-0283; FAX (502) 241-4392, and Sullivan, Mountjoy, Stainback & Miller, P.S.C ("Client") on behalf of Big Rivers Electric Corporation.

**WITNESSETH:**

WHEREAS, Client desires Consultant to perform certain consulting services ("Services") as hereinafter described, in connection with Client's representation of Big Rivers Electric Corporation ("Big Rivers") on matters related to the Environmental Compliance Plan and Environmental Surcharge, and Consultant desires to perform these services for the compensation and in accordance with the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1            SERVICES TO BE PERFORMED**

Consultant shall perform diligently and competently for Client the consulting services to which the parties may agree from time to time. Consultant shall be an independent contractor, and not an agent of Client, in performing these services, and shall accordingly have sole discretion with respect to scheduling, staffing and all other matters incidental to Consultant's performance of these services. This Agreement shall not be deemed to be an agreement for the sale of goods. Any documentary report or other tangible item furnished under this Agreement will be furnished solely to communicate information relating to the services to be performed under this Agreement.

**ARTICLE 2            COMPENSATION**

For satisfactory performance of the services described in the scope of work, Client shall pay Consultant the compensation for services performed on the following basis:

- (a) Standard time rates for Consultant for the time actually engaged in the performance of the work plus travel, subsistence, and other necessary expenses as summarized in Table A.
- (b) The Consultant shall submit a statement to the client by the fifth day of each month detailing all compensation due hereunder for the preceding month. Client will pay all charges not in conflict on or about the 20th day of that month.

### ARTICLE 3            TERMINATION

This Agreement may be terminated at any time by either party by thirty (30) days written notice to the other party. In the event of termination by Consultant, any assignment which has been accepted by Consultant will be completed if desired by Client. In the event of termination by Client, the work shall be discontinued as provided in the termination instruction, and Client shall pay as provided herein for all work done in accordance with the termination instruction.

### ARTICLE 4            INSURANCE

Consultant will provide and maintain at least the minimum insurance liability or equivalent self-insurance of:

- a) \$1,000,000 per occurrence and aggregate combined single limits for bodily injury and property damage for general liability,
- b) \$1,000,000 per occurrence combined single limit for bodily injury and property damage for automobile liability,
- c) the statutory benefits of the applicable Workman's Compensation Law.

Consultant shall provide not less than 30 days prior written notice to Client of any cancellation or material change in the insurance.

### ARTICLE 5            LIMITATION OF LIABILITY AND HOLD HARMLESS

#### A.        Limitation of Liability

The total cumulative liability of Consultant to Client with respect to services performed or to be performed pursuant to this Agreement, whether in contract, indemnity, contribution, tort (including negligence, whether active, passive, or any other kind) or otherwise, shall not exceed the gross compensation received by Consultant under this Agreement.

#### B.        Re-Performance of Services

If Consultant negligently performs its services and notice is timely given, Consultant shall correct such negligently performed services. Consultant's charges for doing so shall be counted toward the total cumulative liability of Consultant to Client set forth in Article 5-A above.

#### C.        Hold Harmless

Consultant and Client agree to hold each other harmless from all loss, damage, liability, claims or suits (including related expenses, costs, and attorney's fees) resulting from injury to any person

or damage to any property connected with the performance under this Agreement due to the negligence, active or passive, or willfulness of each party, acting through its agents, employees or representatives.

D. Survival

The provisions of this Article shall survive the termination or cancellation of this Agreement or the completion of services performed hereunder.

ARTICLE 6 ASSIGNMENT

This Agreement shall not be assigned by either party without prior written approval of the other party.

ARTICLE 7 APPLICABLE LAW

Throughout the course of the Agreement, the parties will comply with all applicable laws, ordinances and regulations relating to the Agreement and its performance. The Agreement shall be interpreted under and governed by the laws of the Commonwealth of Kentucky.

ARTICLE 8 REPORTS

All reports developed by the Consultant under this Agreement shall become the property of Client to be used only in connection with the project, study or service specified in the applicable Request for Services or Proposal. All such reports shall, at Client's request, be delivered to Client upon completion or termination of such services, but the Consultant may retain and use copies thereof.

ARTICLE 9 NOTICES

Any notice provided for or required hereunder shall be given in writing to the following:

TO CLIENT:

James M. Miller  
Sullivan, Mountjoy, Stainback & Miller, P.S.C.  
100 St. Ann Street (42303)  
P.O. Box 727 (42302)  
Owensboro, KY  
(270) 926-4000

And to



Albert M. Yockey  
Big Rivers Electric Corporation  
201 Third Street  
Henderson, KY 42420  
(270) 844-6180

TO CONSULTANT: The Prime Group, LLC  
6001 Claymont Village Drive  
Suite 8  
Crestwood, Kentucky 40014  
Attention: Martin J. Blake, Principal

#### ARTICLE 10 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, no other provision shall be affected by that holding, and the remainder of the Agreement shall be interpreted as if it did not contain the unenforceable provision.

#### ARTICLE 11 CONFIDENTIALITY

- A. As used in this Agreement, "Confidential Information" shall mean
- (i) any and all non-public information (whether written, digital or in any other form) contained in or relating to the Services,
  - (ii) oral disclosures of non-public information or data relating to the Services, or
  - (iii) non-public information or data obtained as a result of visual access to such information during site visits to Client premises.

The Consultant shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

- B. In order to preserve the confidentiality of the Confidential Information, the Consultant shall:
- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Consultant uses with respect to its own confidential information;
  - ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Consultant's employees or

representatives of the Consultant who need to know the Confidential Information for the purposes described in the Agreement;

- iii) notify the Client immediately of any loss or misplacement of Confidential Information, in whatever form.
- C. In the event the Consultant is required by subpoena, court order, government agency, or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Client with immediate written notice and documentation thereof, so that the Client may seek a protective order or other appropriate remedy.
- D. In no event, however, shall the Consultant disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
- E. The Consultant shall not make any public announcements relating to this Agreement without the prior written approval of the Client, except for (i) an announcement intended solely for internal distribution within the Consultant's entity, or (ii) any disclosure required by law, regulation, or government agency request.
- F. The obligations of the Consultant under this Article shall remain in effect as long as the Consultant is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.
- G. Big Rivers shall be considered a third-party beneficiary of the obligations of Consultant under this Agreement.
- H. Consultant and Client agree that Client will review and submit Consultant's invoices to Big Rivers for payment, and that Consultant will look to Big Rivers for payment.

## ARTICLE 12 MISCELLANEOUS

This Agreement constitutes the entire Agreement between the parties with respect to the terms and conditions under which the Consultant will perform its services. No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the date herein above first written.

THE PRIME GROUP, LLC

By: Martin Blake

Title: Principal

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C

By: James M Walker

Title: Shareholder

**TABLE A**

**COMPENSATION**

|               |  |                      |                       |
|---------------|--|----------------------|-----------------------|
| <b>Labor:</b> | <b>Project Manager/Senior Consultant</b> | <b>John Wolfram</b>  | <b>\$175 per hour</b> |
|               | <b>Principal</b>                         | <b>Marty Blake</b>   | <b>\$200 per hour</b> |
|               | <b>Senior Associate</b>                  | <b>Dan Becher</b>    | <b>\$175 per hour</b> |
|               | <b>Senior Consultant</b>                 | <b>Larry Feltner</b> | <b>\$150 per hour</b> |
|               | <b>Consultant</b>                        | <b>Jeff Wernert</b>  | <b>\$150 per hour</b> |

Hourly rates effective through December 31, 2012.

**Travel:** Actual reasonable cost of public transportation, food, lodging, and incidentals.  
Mileage reimbursement for use of private motor vehicle in accordance with rates allowed by I.R.S.

**Other Expenses:** Telephone, computer services, postage, printing, shipping, etc.



Your Touchstone Energy® Cooperative 

**VENDOR: PRIME GROUP LLC, THE**  
**PO BOX 837**  
**CRESTWOOD, KY 40014-0837**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>215422-1</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY   | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|---|------|------------|-----------|
| VENDOR NO<br>80266                | DELIVER TO              | DATE OF ORDER/BUYER<br>04-JAN-13 Johnson, April Ruleen | REVISED DATE/BUYER<br>Johnson, April Ruleen |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207                    | F.O.B<br>DESTINATION                        |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(502) 425-7882  |      |            |           |

**Special Instructions:** This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:  
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139  
 FAX (888) 514-3178  
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER MARTY BLAKE

| ITEM | PART NUMBER/DESCRIPTION                                   | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION   |
|------|---|-------------|---------|------|------------|-------------|
| 1.1  | TO PROVIDE MISO REPRESENTATION ON BEHALF OF<br>BIG RIVERS |             | 1046.38 | EACH | \$ 1.00    | \$ 1,046.38 |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$ 1,046.38</b> |
|--------------|--------------------|



Your Touchstone Energy® Cooperative 

**VENDOR:** PRIME GROUP LLC, THE  
PO BOX 837  
CRESTWOOD, KY 40014-0837

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>215422-2</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY   | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|---|------|------------|-----------|
| VENDOR NO<br>80266                | DELIVER TO              | DATE OF ORDER/BUYER<br>07-FEB-13 Johnson, April Ruleen | REVISED DATE/BUYER<br>Johnson, April Ruleen |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207                    | F.O.B<br>DESTINATION                        |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(502) 425-7882  |      |            |           |

**Special Instructions:** This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:  
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139  
 FAX (888) 514-3178  
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER MARTY BLAKE

| ITEM | PART NUMBER/DESCRIPTION                                   | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION   |
|------|---|-------------|---------|------|------------|-------------|
| 1.1  | TO PROVIDE MISO REPRESENTATION ON BEHALF OF<br>BIG RIVERS |             | 3758.55 | EACH | \$ 1.00    | \$ 3,758.55 |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$ 3,758.55</b> |
|--------------|--------------------|



Your Touchstone Energy® Cooperative 

**VENDOR:** PRIME GROUP LLC, THE  
PO BOX 837  
CRESTWOOD, KY 40014-0837

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>215422-3</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT                         | QTY | UNIT   | UNIT PRICE | EXTENSION                                   |
|-----------------------------------|-------------------------|-------------------------------------|-----|--|------------|---|
| VENDOR NO<br>80266                |                         | DELIVER TO                          |     | DATE OF ORDER/BUYER<br>06-MAR-13 Johnson, April Ruleen |            | REVISED DATE/BUYER<br>Johnson, April Ruleen |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207 |     | F.O.B<br>DESTINATION                                   |            |   |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA                            |     | VENDOR CONTACT/TELEPHONE<br>(502) 425-7882             |            |   |

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 FAX (888) 514-3178  
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER MARTY BLAKE

| ITEM | PART NUMBER/DESCRIPTION                                   | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION   |
|------|---|-------------|---------|------|------------|-------------|
| 1.1  | TO PROVIDE MISO REPRESENTATION ON BEHALF OF<br>BIG RIVERS |             | 5575.48 | EACH | \$ 1.00    | \$ 5,575.48 |

|              |                    |
|--------------|--------------------|
| <b>TOTAL</b> | <b>\$ 5,575.48</b> |
|--------------|--------------------|



Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: PRIME GROUP LLC, THE**  
**PO BOX 837**  
**CRESTWOOD, KY 40014-0837**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>215422-4</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY | UNIT  | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|-----|---|------------|-----------|
| VENDOR NO<br>80266                | DELIVER TO              | DATE OF ORDER/BUYER<br>05-APR-13 Johnson, April Ruleen |     | REVISED DATE/BUYER<br>Johnson, April Ruleen |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207                    |     | F.O.B<br>DESTINATION                        |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   |     | VENDOR CONTACT/TELEPHONE<br>(502) 425-7882  |            |           |

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 FAX (888) 514-3178  
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER MARTY BLAKE

| ITEM | PART NUMBER/DESCRIPTION                                   | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION   |
|------|---|-------------|---------|------|------------|-------------|
| 1.1  | TO PROVIDE MISO REPRESENTATION ON BEHALF OF<br>BIG RIVERS |             | 3784.83 | EACH | \$ 1.00    | \$ 3,784.83 |

**TOTAL** \$ 3,784.83





Your Touchstone Energy® Cooperative 

**VENDOR: PRIME GROUP LLC, THE**  
**PO BOX 837**  
**CRESTWOOD, KY 40014-0837**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>215422-5</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY | UNIT  | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|-----|---|------------|-----------|
| VENDOR NO<br>80266                | DELIVER TO              | DATE OF ORDER/BUYER<br>06-MAY-13 Johnson, April Ruleen |     | REVISED DATE/BUYER<br>Johnson, April Ruleen |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207                    |     | F.O.B<br>DESTINATION                        |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   |     | VENDOR CONTACT/TELEPHONE<br>(502) 425-7882  |            |           |

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 FAX (888) 514-3178  
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER MARTY BLAKE

| ITEM | PART NUMBER/DESCRIPTION                                   | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION   |
|------|---|-------------|---------|------|------------|-------------|
| 1.1  | TO PROVIDE MISO REPRESENTATION ON BEHALF OF<br>BIG RIVERS |             | 4567.14 | EACH | \$ 1.00    | \$ 4,567.14 |

**TOTAL** \$ 4,567.14



Your Touchstone Energy® Cooperative 

**VENDOR: PRIME GROUP LLC, THE  
PO BOX 837  
CRESTWOOD, KY 40014-0837**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>215422-6</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION | DELIVERY DT  | QTY | UNIT  | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------|--|-----|---|------------|-----------|
| VENDOR NO<br>80266                | DELIVER TO              | DATE OF ORDER/BUYER<br>05-JUN-13 Johnson, April Ruleen |     | REVISED DATE/BUYER<br>Johnson, April Ruleen |            |           |
| PAYMENT TERMS<br>30 NET DAYS      |                         | BUYER TELEPHONE/FAX<br>270-844-6207                    |     | F.O.B<br>DESTINATION                        |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |                         | SHIP VIA   |     | VENDOR CONTACT/TELEPHONE<br>(502) 425-7882  |            |           |

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 FAX (888) 514-3178  
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

PER MARTY BLAKE

| ITEM | PART NUMBER/DESCRIPTION                                   | DELIVERY DT | QTY     | UNIT | UNIT PRICE | EXTENSION   |
|------|---|-------------|---------|------|------------|-------------|
| 1.1  | TO PROVIDE MISO REPRESENTATION ON BEHALF OF<br>BIG RIVERS |             | 4027.58 | EACH | \$ 1.00    | \$ 4,027.58 |

**TOTAL** \$ 4,027.58

SULLIVAN, MOUNTJOY, STAINBACK & MILLER PSC  
ATTORNEYS AT LAW

Ronald M. Sullivan  
Jesse T. Mountjoy  
Frank Stainback  
James M. Miller  
Michael A. Fiorella  
Allen W. Holbrook  
R. Michael Sullivan  
Bryan R. Reynolds  
Tyson A. Kamuf  
Mark W. Starnes  
C. Ellsworth Mountjoy  
Susan Montalvo-Gesser

October 25, 2010

*mt*  
Mark A. Bailey  
President/CEO  
Big Rivers Electric Corporation  
201 Third Street, P.O. Box 24  
Henderson, Kentucky 42419-0024



Re: Rates for Professional Services

Dear Mark:

The board of directors of our firm recently adopted changes to our rates for professional services effective January 1, 2011. A copy of the revised rate schedule, which also contains a comparison to our existing rates, is attached. Our last firm rate increase was effective March 1, 2008, and was effective as to Big Rivers on and after April 1, 2008.

The terms of our Engagement Agreement with Big Rivers require that we obtain permission of the Big Rivers' board of directors to raise our rates under that agreement. I request that you place on the agenda for the next Big Rivers' board meeting the request of our firm to raise our rates as indicated, which I propose to be effective for professional services rendered by our firm to Big Rivers on and after January 1, 2011. We would appreciate it if you would treat our fee schedule as confidential.

Sincerely yours,

A handwritten signature in black ink that appears to read "Jim".

James M. Miller

JMM/ej  
Enclosure

cc: William Denton

Telephone (270) 926-4000  
Telecopier (270) 683-6694

100 St. Ann Building  
PO Box 727  
Owensboro, Kentucky  
42302-0727

Case No. 2013-00199  
Attachment for PSC 1-45  
Page 331 of 362

SULLIVAN, MOUNTJOY, STAINBACK & MILLER, P.S.C.

FEE SCHEDULE

| <u>CATEGORY/<br/>YEARS OF<br/>PRACTICE</u>                 | <u>RATE<br/>3/1/08</u> | <u>RATES<br/>1/1/11</u> |
|--|------------------------|-------------------------|
| Over 19 years  | \$180                  | \$190                   |
| 11 to 19   | \$165                  | \$175                   |
| 6 to 10 years  | \$150                  | \$160                   |
| Partners 5 years<br>practice or under                      | \$145                  | \$155                   |
| Associates with 6 to<br>10 years practice                  | \$140                  | \$150                   |
| Associates with more<br>than 2 & less than 6<br>years      | \$130                  | \$140                   |
| Associates with less<br>than 2 years                       | \$115                  | \$125                   |
| Paralegals   | \$ 70                  | \$ 75                   |
| Law Clerks   | \$ 70                  | \$ 75                   |
| <b>SPECIALTY RATES</b>                                     |                        |                         |
| Fed Ct. Litigation   | \$190                  | \$170--\$220            |
| Tax, Est., and<br>Corp. Plg                                | \$200                  | \$170--\$220            |
| Public Utility   | \$200                  | \$170--\$220            |
| Bankruptcy, Fore-<br>closures & Commercial<br>Transactions | \$200                  | \$170--\$220            |
| Environmental  | \$185                  | \$170--\$205            |
| Employment Law   | \$185                  | \$170--\$200            |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: TSE SERVICES INC  
5234 GREENS DAIRY  
RALEIGH, NC 27616**

## BLANKET PURCHASE ORDER

|                                    |               |           |
|------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>209562</b> | REVISION<br>0 | PAGE<br>1 |
|------------------------------------|---------------|-----------|

SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

|                                   |            |  |   |
|-----------------------------------|------------|--|---|
| VENDOR NO<br>81187                | DELIVER TO | DATE OF ORDER/BUYER<br>03-FEB-12 Frederick, Dana Leigh | REVISED DATE/BUYER<br>Frederick, Dana Leigh |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6139 888-514-3178       | F.O.B<br>DESTINATION                        |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(919) 872-0800  |

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 FAX (888) 514-3178  
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL  CONTINUED

*Dana Frederick*

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: TSE SERVICES INC  
5234 GREENS DAIRY  
RALEIGH, NC 27616**

## BLANKET PURCHASE ORDER

|                                    |                      |                  |
|------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>209562 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|------------------------------------|----------------------|------------------|

**SHIP TO:**  
201 Third Street  
Henderson, KY 42420

**BILL TO:**  
201 Third Street  
Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION | DELIVERY DT | QTY | UNIT | UNIT PRICE | EXTENSION                  |
|------|-------------------------|-------------|-----|------|------------|----------------------------|
|      |                         |             |     |      |            | <b>TOTAL</b> \$ 126,000.00 |
|      |                         |             |     |      |            | <i>Qua R Frederick</i>     |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: TSE SERVICES INC**  
**5234 GREENS DAIRY**  
**RALEIGH, NC 27616**

| BLANKET PURCHASE ORDER                             |               |           |
|--|---------------|-----------|
| PURCHASE ORDER NO<br><b>209562-1</b>               | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Thrd Street<br>Henderson, KY 42420 |               |           |

|                                   |            |  |  |
|-----------------------------------|------------|--|--|
| VENDOR NO<br>81187                | DELIVER TO | DATE OF ORDER/BUYER<br>10-APR-12 Harwood, Barbara Jo | REVISED DATE/BUYER<br>Harwood, Barbara Jo  |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6178                  | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(919) 872-0800 |

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 FAX (888) 514-3178  
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: TSE SERVICES INC  
5234 GREENS DAIRY  
RALEIGH, NC 27616**

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>209562-1 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
201 Third Street  
Henderson, KY 42420

**BILL TO:**  
201 Third Street  
Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY   | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-------|------|--------------|---|
| 1.1  | BLANKET PURCHASE ORDER FOR CUSTOMER SERVICE SATISFACTION SURVERY AND ANALYSIS FOR MEMBER COOPS |             | 25914 | EACH | \$ 1.00      | \$ 25,914.00  |
|      |  |             |       |      | <b>TOTAL</b> | \$ 25,914.00  |
|      |  |             |       |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 336 of 362 |



# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: TSE SERVICES INC  
5234 GREENS DAIRY  
RALEIGH, NC 27616**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>209562-2</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|                                   |            |  |  |
|-----------------------------------|------------|--|--|
| VENDOR NO<br>81197                | DELIVER TO | DATE OF ORDER/BUYER<br>12-APR-12 Harwood, Barbara Jo | REVISED DATE/BUYER<br>Harwood, Barbara Jo  |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6178                  | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(919) 872-0800 |


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 FAX (888) 514-3178  
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

|  |              |                  |
|--|--------------|------------------|
|  | <b>TOTAL</b> | <b>CONTINUED</b> |
|  |              |                  |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: TSE SERVICES INC**  
**5234 GREENS DAIRY**  
**RALEIGH, NC 27616**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>209562-2</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY   | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-------|------|--------------|---|
| 1.1  | BLANKET PURCHASE ORDER FOR CUSTOMER SERVICE SATISFACTION SURVERY AND ANALYSIS FOR MEMBER COOPS |             | 16500 | EACH | \$ 1.00      | \$ 16,500.00  |
|      |  |             |       |      | <b>TOTAL</b> | <b>\$ 16,500.00</b>   |
|      |  |             |       |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 338 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy<sup>®</sup> Cooperative 

**VENDOR: TSE SERVICES INC  
5234 GREENS DAIRY  
RALEIGH, NC 27616**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>209562-3</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|                                   |            |  |  |
|-----------------------------------|------------|--|--|
| VENDOR NO<br>81197                | DELIVER TO | DATE OF ORDER/BUYER<br>19-JUL-12 Harwood, Barbara Jo | REVISED DATE/BUYER<br>Harwood, Barbara Jo  |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6178                  | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(919) 872-0800 |

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|  |              |                  |
|--|--------------|------------------|
|  | <b>TOTAL</b> | <b>CONTINUED</b> |
|  |              |                  |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: TSE SERVICES INC**  
**5234 GREENS DAIRY**  
**RALEIGH, NC 27616**

## BLANKET PURCHASE ORDER

|                                      |                      |                  |
|--------------------------------------|----------------------|------------------|
| <b>PURCHASE ORDER NO</b><br>209562-3 | <b>REVISION</b><br>0 | <b>PAGE</b><br>2 |
|--------------------------------------|----------------------|------------------|

**SHIP TO:**  
 201 Third Street  
 Henderson, KY 42420

**BILL TO:**  
 201 Third Street  
 Henderson, KY 42420

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY   | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-------|------|--------------|---|
| 1.1  | BLANKET PURCHASE ORDER FOR CUSTOMER SERVICE SATISFACTION SURVERY AND ANALYSIS FOR MEMBER COOPS | 26-JUL-12   | 24414 | EACH | \$ 1.00      | \$ 24,414.00  |
|      |  |             |       |      | <b>TOTAL</b> | \$ 24,414.00  |
|      |  |             |       |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 340 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: TSE SERVICES INC  
5234 GREENS DAIRY  
RALEIGH, NC 27616**

## BLANKET PURCHASE ORDER

|                                      |               |           |
|--------------------------------------|---------------|-----------|
| PURCHASE ORDER NO<br><b>209562-4</b> | REVISION<br>0 | PAGE<br>1 |
|--------------------------------------|---------------|-----------|

SHIP TO:  
201 Third Street  
Henderson, KY 42420

BILL TO:  
201 Third Street  
Henderson, KY 42420

|                                   |            |   |  |
|-----------------------------------|------------|---|--|
| VENDOR NO<br>81197                | DELIVER TO | DATE OF ORDER/BUYER<br>02-OCT-12 Slaughter, Linda Sue | REVISED DATE/BUYER<br>Slaughter, Linda Sue |
| PAYMENT TERMS<br>30 NET DAYS      |            | BUYER TELEPHONE/FAX<br>270-844-6015                   | F.O.B<br>DESTINATION                       |
| FREIGHT TERMS<br>ALLOWED/INCLUDED |            | SHIP VIA  | VENDOR CONTACT/TELEPHONE<br>(919) 872-0800 |

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FAX (888) 514-3178  
EMAIL: DANA.FREDERICK@BIGRIVERS.COM

TOTAL

CONTINUED

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: TSE SERVICES INC**  
**5234 GREENS DAIRY**  
**RALEIGH, NC 27616**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>209562-4</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY   | UNIT | UNIT PRICE   | EXTENSION   |
|------|--|-------------|-------|------|--------------|---|
| 1.1  | BLANKET PURCHASE ORDER FOR CUSTOMER SERVICE<br>SATISFACTION SURVERY AND ANALYSIS FOR<br>MEMBER COOPS<br><br>DELIVER TO: POGUE, RUSSELL LEE |             | 24414 | EACH | \$ 1.00      | \$ 24,414.00  |
|      |  |             |       |      | <b>TOTAL</b> | \$ 24,414.00  |
|      |  |             |       |      |              | Case No. 2013-00199<br>Attachment for PSC 1-45<br>Page 342 of 362 |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 


**VENDOR: TSE SERVICES INC**  
**5234 GREENS DAIRY**  
**RALEIGH, NC 27616**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>209562-5</b>                | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

|   |            |  |  |       |           |
|---|------------|--|--|-------|-----------|
| VENDOR NO<br>81197  | DELIVER TO | DATE OF ORDER/BUYER<br>09-JAN-13 Harwood, Barbara Jo | REVISED DATE/BUYER<br>Harwood, Barbara Jo                                |       |           |
| PAYMENT TERMS<br>30 NET DAYS  |            | BUYER TELEPHONE/FAX<br>270-844-6178                  | F.O.B<br>DESTINATION   |       |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED   |            | SHIP VIA   | VENDOR CONTACT/TELEPHONE<br>(919) 872-0800                               |       |           |
| <p><b>Special Instructions:</b> This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order</p> <p>QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:<br/>           DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139<br/>           FAX (888) 514-3178<br/>           EMAIL: DANA.FREDERICK@BIGRIVERS.COM</p> |            |  |  |       |           |
|   |            |  | <table border="1"> <tr> <td>TOTAL</td> <td>CONTINUED</td> </tr> </table> | TOTAL | CONTINUED |
| TOTAL   | CONTINUED  |  |  |       |           |

# Big Rivers

ELECTRIC CORPORATION

Your Touchstone Energy Cooperative 

**VENDOR: TSE SERVICES INC**  
**5234 GREENS DAIRY**  
**RALEIGH, NC 27616**

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br><b>209562-5</b>                | REVISION<br>0 | PAGE<br>2 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM | PART NUMBER/DESCRIPTION  | DELIVERY DT | QTY   | UNIT | UNIT PRICE | EXTENSION    |
|------|--|-------------|-------|------|------------|--------------|
| 1.1  | BLANKET PURCHASE ORDER FOR CUSTOMER SERVICE<br>SATISFACTION SURVERY AND ANALYSIS FOR<br>MEMBER COOPS | 16-JAN-13   | 24414 | EACH | \$ 1.00    | \$ 24,414.00 |

**TOTAL** \$ 24,414.00

Case No. 2013-00199  
 Attachment for PSC 1-45  
 Page 344 of 362





Your Touchstone Energy® Cooperative 

**VENDOR:** TSE SERVICES INC  
5234 GREENS DAIRY  
RALEIGH, NC 27616

| BLANKET PURCHASE ORDER                              |               |           |
|---|---------------|-----------|
| PURCHASE ORDER NO<br>216319-1                       | REVISION<br>0 | PAGE<br>1 |
| SHIP TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |
| BILL TO:<br>201 Third Street<br>Henderson, KY 42420 |               |           |

| ITEM                              | PART NUMBER/DESCRIPTION             | DELIVERY DT   | QTY  | UNIT | UNIT PRICE | EXTENSION |
|-----------------------------------|-------------------------------------|---|--|------|------------|-----------|
| VENDOR NO<br>81197                | DELIVER TO                          | DATE OF ORDER/BUYER<br>10-APR-13 Wright, Joy Powell | REVISED DATE/BUYER<br>Wright, Joy Powell   |      |            |           |
| PAYMENT TERMS<br>30 NET DAYS      | BUYER TELEPHONE/FAX<br>270-844-6188 |   | F.O.B<br>DESTINATION                       |      |            |           |
| FREIGHT TERMS<br>ALLOWED/INCLUDED | SHIP VIA                            |   | VENDOR CONTACT/TELEPHONE<br>(919) 872-0800 |      |            |           |

**Special Instructions:** This Purchase Order No. must appear on all invoices, packing lists, cartons and correspondences related to this order

QUESTIONS / REPLIES CONCERNING THIS DOCUMENT SHOULD BE DIRECTED TO:  
 DANA FREDERICK - HEADQUARTERS PHONE (270) 844-6139  
 FAX (888) 514-3178  
 EMAIL: DANA.FREDERICK@BIGRIVERS.COM

| ITEM | PART NUMBER/DESCRIPTION   | DELIVERY DT | QTY   | UNIT | UNIT PRICE | EXTENSION    |
|------|---|-------------|-------|------|------------|--------------|
| 1.1  | FOR CUSTOMER SERVICE SATISFACTION SURVEY<br>AND ANALYSIS FOR BREC MEMBER COOPERATIVES<br><br>DELIVER TO: WRIGHT, JOY POWELL | 10-APR-13   | 24414 | EACH | \$ 1.00    | \$ 24,414.00 |

**TOTAL** \$ 24,414.00

## AGREEMENT

TO: James Miller  
Sullivan, Mountjoy, Stainback & Miller, PSC

FROM: Daniel Walker

DATE: 11/21/21012

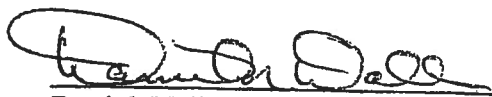
SUBJECT: Agreement To Provide Financial Advisory Services

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Under this agreement, I will advise your firm on a wide range of financial issues relating to your client, Big Rivers Electric Corporation ("Big Rivers"), in connection with a proposed rate case filing, including but not limited to assistance in preparing a rate case filing and providing direct testimony if necessary. Compensation will be at the rate of \$250 per hour for time spent plus reimbursement for direct expenses such as document production. Travel time and expenses will be limited to \$500 per day plus direct expenses such as airfare, hotels, and meals. Invoices will be rendered by email around the beginning of the month for prior month services and due by the end of that month by wire transfer. I understand that you will submit my invoices to Big Rivers, and that the invoices will be paid directly from Big Rivers.

I agree to treat all information I receive from your firm or Big Rivers in connection with this engagement that is not otherwise publicly available as confidential, proprietary business information, and will not disclose that information to third parties.

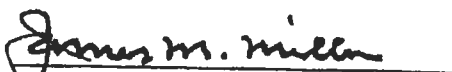
This agreement will expire December, 2013. Either party with a 30-day notice can terminate this agreement.

  
Daniel Walker

11/25/2012  
Date

Agreed:

Sullivan, Mountjoy, Stainback & Miller, PSC

  
James Miller

November 21, 2012

## MEMORANDUM

TO: Tyson Kamuf  
FROM: Dan Walker  
DATE: 4/22/13  
SUBJECT: Proposal To Provide Expert Testimony

---

My rate to develop and provide expert testimony is \$250 per hour for time spent on the project plus direct expenses such as travel and document production. To understand Big Rivers' financial condition sufficient to prepare both a recommendation on TIER and to develop testimony, I will need to perform due diligence, on location, at the offices of Big Rivers. Given Big Rivers current credit profile, it is difficult to precisely estimate the time necessary to complete the project; however, based on what I know at this point, I would estimate the following time requirements:

Pre visit preparation: 8 hours  
Office visit and travel: 16 hours  
Research and develop recommendation: 16 hours  
Write testimony: 32 hours

Given Big Rivers current financial situation, I would be willing to cap my hours to the point that testimony is filed to 72 hours. Since litigation is unpredictable, time spent responding to information request, preparing for testimony, hearing time and post hearing will be billed on an actual time basis.



Staci James, F.S.A.

400 West Market Street, Suite 700  
Louisville, KY 40202  
+1 502 561 8908  
Staci.James@mercer.com  
www.mercer.com

Mr. James V. Haner  
Vice President, Administrative Services  
Big Rivers Electric Corporation  
201 Third Street  
P.O. Box 24  
Henderson, KY 42419-0024

January 17, 2013

**Subject:** Statement of Work ("SOW")

Dear James:

The objective of this Statement of Work (SOW) is to confirm the scope of our work and the compensation for this project. This SOW is subject to the terms and conditions contained in our existing engagement letter dated October 28, 2009. All capitalized terms not defined in this SOW shall have the meanings ascribed to them in our existing engagement letter.

**Project details**

- 1. **Project name:** Annual Recurring Pension Administration and Actuarial Services ("Recurring Services")
- 2. **Description of Mercer responsibilities:** Mercer will support Big Rivers Electric Corporation by providing the following Recurring Pension Administration and Actuarial Services annually.

| Administration Services for the following plans:<br>Big Rivers Electric Corporation Bargaining Employees' Retirement Plan<br>Big Rivers Electric Corporation Salaried Employees' Retirement Plan |  |
|--|--|
| Services   | Estimated Fee Range<br>(for all plans) |
| • Benefit calculations   | \$ 0 – 5,000                           |
| • Plan administration consulting   | 0 – 5,000                              |
| <b>Total</b>   | <b>\$ 0 – 10,000</b>                   |





Page 2  
January 17, 2013  
Mr. James V. Haner  
Big Rivers Electric Corporation

|  |  |
|--|--|
| <b>Administration Services for the following plans:</b><br>Big Rivers Electric Corporation Bargaining Employees' Retirement Plan<br>Big Rivers Electric Corporation Salaried Employees' Retirement Plan<br>Big Rivers Electric Corporation Salaried Employees Retirement Savings Plan<br>Big Rivers Electric Corporation Bargaining Employees' Retirement Savings Plan<br>Big Rivers Electric Corporation Deferred Compensation Plan<br>Big Rivers Electric Corporation Flexible Benefits Plan |  |
| <b>Services</b>  | <b>Estimated Fee Range<br/>(for all plans)</b> |
| • Legal consulting   | \$25,000-35,000                                |

Administration services under this SOW do not include:

- Direct communication with plan participants
- Transmittal of benefit information to the plan's trustee
- Receipt or record retention of election packets completed by participants
- Official record retention of plan administration activities
- Qualification of domestic relations orders nor valuation of marital assets
- Audit of benefits in payment status for accuracy
- Audit of asset information provided to Plan Administrator by the trustee
- Extra administration required under benefit restrictions
- Data clean-up or analysis beyond what is required for the normal valuation process
- Any other services not specifically included in this SOW

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 January 17, 2013  
 Mr. James V. Haner  
 Big Rivers Electric Corporation

| Actuarial Services for the:<br>Big Rivers Electric Corporation Bargaining Employees' Retirement Plan<br>Big Rivers Electric Corporation Salaried Employees' Retirement Plan |  |
|---|--|
| Services  | Estimated Fee Range<br>(for all plans) |
| • Actuarial valuation for funding purposes (excluding any at-risk valuations) including participant data updates  | 28,000 – 33,000                        |
| • Actuarial valuation for accounting purposes under ASC 715   | 15,000 – 25,000                        |
| • Government forms (includes PBGC premium filing and 5500 participant counts, Schedule SB and Form 8955-SSA)  | 5,000 – 8,000                          |
| • Pension Protection Act (PPA) compliance (see detail below)  | 8,000 – 12,000                         |
| • Plan audit support (includes ASC 960 valuation and routine auditor inquiries)   | 2,000 – 4,000                          |
| • ASC 715 disclosure information  | 6,000 – 8,000                          |
| • Cost projections for 1-year budgeting   | 1,500 – 2,500                          |
| • Cost projections for 3-year budgeting (single set of assumptions, including assumed investment return)  | 3,000 – 5,000                          |
| • General consulting  | 0 – 15,000                             |
| <b>Total</b>  | <b>\$68,500 - \$112,500</b>            |

PPA compliance includes the following activities:

- Actuarial assumption and method elections
- Credit balance waiver elections
- Benefit restriction consulting
- AFTAP certifications
- Actuarial valuation changes required by final PPA regulations
- Annual Funding Notice preparation
- Quarterly contribution calculations
- Consulting on PPA benefit statements

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January 17, 2013  
Mr. James V. Haner  
Big Rivers Electric Corporation

Unless otherwise agreed, Mercer will complete the actuarial services described above using "valuation quality data" (VQD). VQD means employee data which, in an actuary's professional judgment, is of sufficient quality that the difference in results between using VQD and using completely accurate data will be within the bounds of the limitations of precision inherent in a calculation involving future events. This concept reflects the fact that data an employer provides for valuation purposes may not be 100% accurate, but in the aggregate, can still be expected to produce reasonable results. Big Rivers Electric Corporation is ultimately responsible for the quality of the data provided; Mercer will not conduct an audit of the data provided. However, Mercer will conduct a high-level review of Big Rivers Electric Corporation's data and will work with Big Rivers Electric Corporation to resolve issues that we identify as impeding us from completing the above services. To the extent we identify data issues that are comparatively minor in scale, Big Rivers Electric Corporation agrees Mercer may make adjustments to Big Rivers Electric Corporation's data such that we are satisfied in our professional judgment that the data is VQD. To perform the above services, we will assume the data Big Rivers Electric Corporation provides for this valuation and has provided for prior valuations is VQD or can be converted by Mercer into VQD.

Actuarial services under this SOW do not include:

- Unexpected data clean-up due to missing or otherwise erroneous data, including but not limited to any refinement in data beyond the development of VQD
- Audit or review of asset information provided by the plan trustee to Plan Administrator
- Any changes to plan administration or actuarial services due to plan amendment
- Any necessary special accounting pursuant to ASC 715, including curtailment, settlement, special termination benefits, etc., unless covered by the above estimated fee range
- At-risk calculations/valuation
- Calculations associated with late quarterly or late final contributions
- Detailed experience analysis – approximately every 5 years
- 4010 informational filing with the PBGC
- Form 10 reportable event filing with the PBGC
- Plan design analysis
- Rework of any Recurring Services associated with a change in plan sponsor elections or legislative rules (other than outlined above)
- Plan termination services
- Additional valuation work due to assumption or method changes
- Discrimination testing
- Any other services not specifically included in this SOW



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January 17, 2013  
Mr. James V. Haner  
Big Rivers Electric Corporation

Instructions related to these Recurring Services for the above referenced plans will be given to us by Cindy Duckworth, James Haner or a respective designee.

**3. Description of client responsibilities:** In order to complete work on the Recurring Services, Mercer will need certain information and documentation provided annually (unless noted otherwise).

- Participant data required to complete all actuarial valuations and responses to data questions.
- PPA method elections as needed
- Credit balance waiver and use elections as needed
- Information needed for any cost projections, including employee headcount changes, expected wage increases, etc.
- Asset allocation (for long-term rate of return assumption development, disclosure, Annual Funding Notice)
- Assumptions used in the ASC 715 disclosure (these are the responsibility of Big Rivers Electric Corporation)
- Asset and investment manager information required to complete all actuarial valuations
- Current plan documents and amendments for all plans
- Funding and investment policies
- Information needed to complete benefit calculations
- Information on any significant events which may impact valuation or administration of the plan

Mercer will assume that the documents and information supplied are accurate and complete. Mercer's responsibilities (and the associated fees) do not include independent verification of required information. Problems with obtaining documents and information may result in a delay in the project delivery date. Should delays occur, we will contact you to determine next steps.

From time to time, we may find that additional information may need to be provided by the Plan Administrator in order to complete the Recurring Services. We will discuss these needs as they may arise with you including any impact to timing and fees.

**4. Period of time over which work will be performed:** We expect to complete the Recurring Services during the period from January 1, 2013 to December 31, 2013. However, for administrative purposes, this SOW will remain in effect through March 31, 2014.







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January 17, 2013  
Mr. James V. Haner  
Big Rivers Electric Corporation

- This assumes that we have received the necessary data and other information to commence work, and we timely receive such additional data and other information that we may request from time to time. If such information is not timely received, projected timeframes may change.
- If we have received all the necessary information by the mutually-agreed deadline, Mercer will provide the AFTAP certification to the plan administrator during the ninth month of the plan year, unless we receive guidance in writing from the plan sponsor requesting Mercer to provide the AFTAP certification in a different frame or on a specific date. If Big Rivers Electric Corporation makes a written request to receive the final AFTAP certification at an alternative date, we will accommodate that request to the extent that we have received all the necessary information by the mutually agreed deadline and it is administratively feasible. Mercer is not responsible for the consequences of any use, misuse or non-use of any AFTAP certification provided.

**5. Compensation/fees:** Mercer's compensation for the Recurring Services is outlined above. If fees are expected to be materially greater than this estimate, we will request approval in advance. With respect to any Services that we agree to provide but which are not covered by the fees outlined in this SOW, we will discuss any additional fees with you.

In addition to such compensation, Mercer also bills at cost for our travel and other direct expenses related to our services.

**6. Fee disclosure requirements:** In order to permit Mercer to comply with its obligations under the Department of Labor fee disclosure requirements, you will notify us within two (2) business days if you pay our fee from a source other than the plan sponsor's or the plan's assets.



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January 17, 2013  
Mr. James V. Haner  
Big Rivers Electric Corporation

We appreciate your business and look forward to continuing to work with you on this engagement. Please acknowledge your agreement to the terms contained herein by signing below.

**Mercer (US) Inc.**

By: Staci James

Name: Staci James, F.S.A.  
(Please Print)

Date: January 17, 2013

Title: Principal

**ACCEPTED AND AGREED  
Big Rivers Electric Corporation**

By: J Haner

Name: JAMES V HANER  
(Please Print)

Date: 1-24-13

Title: VP ADMINISTRATIVE SERVICES

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www.myriadcpa.com • inquiries@myriadcpa.com

January 15, 2013

Mr. James V. Haner  
Vice President, Administrative Services  
Big Rivers Corporation  
201 Third Street  
Henderson, Kentucky 42420

Dear Mr. Haner:

We are pleased to confirm our understanding of the services we are to provide for Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan for the year ended December 31, 2012 in connection with its annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA).

We will audit the Statement of Net Assets Available for Benefits of the Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan as of December 31, 2012 and the related Statement of Changes in Net Assets Available for Benefits for the year then ended. Also, the following supplementary information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole:

- 1) Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
- 2) Reportable Transactions.

These financial statements and supplemental schedules are required by the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under ERISA to be filed with Form 5500.

#### **Audit Objective**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles, and whether the supplemental schedules are fairly stated in all material respects in relation to the basic financial statements taken as a whole and in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

#### **Audit Procedures**

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments, and certain other assets and liabilities by correspondence with financial institutions, and other third parties. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

1310 Tutor Lane  
Evansville, IN 47715  
812.477.7990

300 First Street  
Henderson, KY 42420  
270.827.1577

1735 Frederica Street  
Owensboro, KY 42301

270.691.8900 Case No. 2013-00199

Attachment for PSC 1-45

Page 355 of 362



Member of CPA Associates International – an association of independent CPA firms.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the plan or to acts by management or employees acting on behalf of the plan.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the plan and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In addition, we will perform certain procedures directed at considering the Plan's compliance with applicable Internal Revenue Service (IRS) requirements for tax exempt status and ERISA plan qualification requirements. However, you should understand that our audit is not specifically designed for and should not be relied upon to disclose matters affecting plan qualifications or compliance with the ERISA and IRS requirements. If during the audit we become aware of any instances of any such matters or ways in which management practices can be improved, we will communicate them to you.

### **Management Responsibilities**

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee any bookkeeping, actuarial, or any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for establishing an accounting and financial reporting process for determining fair value measurements; and for the fair presentation in the financial statements of the net assets available for benefits and changes in net assets available for benefits [financial status] of the plan in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the plan from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the plan involving (1) plan management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the plan received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the plan complies with applicable laws and regulations. You are also responsible for preparing the supplementary information in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

#### **Engagement Administration, Fees, and Other**

We understand that your personnel will prepare schedules, analyses, and all confirmations we request and will locate any invoices or other documents selected by us for testing.

The audit documentation for this engagement is the property of Myriad CPA Group, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Labor pursuant to authority given to it by law. If requested, access to such audit documentation will be provided under the supervision of Myriad CPA Group, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the U.S. Department of Labor. The U.S. Department of Labor may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Malcolm E. "Mac" Neel III, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately May 1, 2013 and to issue our report no later than July 15, 2013.

We estimate that our fees for these services will be \$7,900. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Myriad Co Group, LLC*

**RESPONSE:**

This letter correctly sets forth the understanding of Big Rivers Electric Corporation Bargaining Employees' Thrift and 401(k) Savings Plan.

*[Signature]*  
VP ADMINISTRATIVE SERVICES  
Plan Administrator's Signature and Title

Date: 4-26-13



www.myriadcpa.com • inquiries@myriadcpa.com

January 15, 2013

Mr. James V. Haner  
Vice President, Administrative Services  
Big Rivers Corporation  
201 Third Street  
Henderson, Kentucky 42420

Dear Mr. Haner:

We are pleased to confirm our understanding of the services we are to provide for the Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan for the year ended December 31, 2012 in connection with its annual reporting obligation under the Employee Retirement Income Security Act of 1974 (ERISA).

We will audit the Statement on Net Assets Available for Benefits of the Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan as of December 31, 2012 and the related Statement of Changes in Net Assets Available for Benefits for the year then ended. Also, the following supplementary information accompanying the financial statements, as applicable, will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and our auditor's report will provide an opinion on it in relation to the financial statements as a whole:

- 1) Assets (Held at End of Year) and Assets (Acquired and Disposed of Within Year).
- 2) Reportable Transactions.

These financial statements and supplemental schedules are required by the Department of Labor's (DOL) Rules and Regulations for Reporting and Disclosure under ERISA to be filed with Form 5500.

**Audit Objective**

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles, and whether the supplemental schedules are fairly stated in all material respects in relation to the basic financial statements taken as a whole and in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records of Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan and other procedures we consider necessary to enable us to express such an opinion. If our opinion is other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

**Audit Procedures**

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of investments, and certain other assets and liabilities by correspondence with financial institutions, and other third parties. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

1310 Tutor Lane  
Evansville, IN 47715  
812.477.7990

300 First Street  
Henderson, KY 42420  
270.827.1577

1735 Frederica Street  
Owensboro, KY 42301

270.691.8998 Case No. 2013-00199

Attachment for PSC 1-45

Page 359 of 362



Member of CPA Associates International – an association of independent CPA firms.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations, including prohibited transactions with parties in interest or other violations of ERISA rules and regulations, that are attributable to the plan or to acts by management or employees acting on behalf of the plan.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential and will include prohibited transactions in the supplemental schedule of nonexempt transactions as required by the instructions to Form 5500. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the plan and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In addition, we will perform certain procedures directed at considering the Plan's compliance with applicable Internal Revenue Service (IRS) requirements for tax exempt status and ERISA plan qualification requirements. However, you should understand that our audit is not specifically designed for and should not be relied upon to disclose matters affecting plan qualifications or compliance with the ERISA and IRS requirements. If during the audit we become aware of any instances of any such matters or ways in which management practices can be improved, we will communicate them to you.

### **Management Responsibilities**

You are responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee any bookkeeping, actuarial, or any other nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.



You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for establishing an accounting and financial reporting process for determining fair value measurements; and for the fair presentation in the financial statements of the net assets available for benefits and changes in net assets available for benefits [financial status] of the plan in conformity with U.S. generally accepted accounting principles. You are also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the plan from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the plan involving (1) plan management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the plan received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the plan complies with applicable laws and regulations. You are also responsible for preparing the supplementary information in conformity with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

#### **Engagement Administration, Fees, and Other**

We understand that your personnel will prepare schedules, analyses, and all confirmations we request and will locate any invoices or other documents selected by us for testing.

The audit documentation for this engagement is the property of Myriad CPA Group, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to the U.S. Department of Labor pursuant to authority given to it by law. If requested, access to such audit documentation will be provided under the supervision of Myriad CPA Group, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the U.S. Department of Labor. The U.S. Department of Labor may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Malcolm E. "Mac" Neel III, CPA, CFE is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately March 1, 2013 and to issue our report no later than July 15, 2013.

We estimate that our fees for these services will be \$7,900. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Myriad Co Group, LLC*

**RESPONSE:**

This letter correctly sets forth the understanding of Big Rivers Electric Corporation Salaried Employees' Retirement Savings Plan.

*[Signature]*  
VP ADMINISTRATIVE SERVICES  
Plan Administrator's Signature and Title

Date: 4-26-13

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 45)** *Provide Big Rivers' written policies on the compensation of attorneys,*  
2 *auditors, consultants, and all other professional service providers. Include a schedule*  
3 *of fees, per diems, and other compensation in effect during the base period. Include all*  
4 *agreements, contracts, memoranda of understanding, and any other documentation*  
5 *that explains the nature and type of reimbursement paid for professional services.*  
6 *Indicate if any changes have occurred since the test year of its last rate case, the*  
7 *effective date of these changes, and the reason for these changes.*

8

9 **Response)** Big Rivers does not have written policies on the compensation of its  
10 professional service providers. Please see the rate schedules, agreements, contracts, and  
11 engagement letters on the CD accompanying these responses. In addition to the  
12 accompanying CD, the attached schedule lists additional vendors who provided  
13 professional services during the base period. Also attached is a schedule detailing  
14 changes that have occurred since the test year of Big Rivers' last rate case.

15

16 **Witness)** Billie J. Richert

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Additional Professional Services Vendors**  
**For the Base Period Ending September 30, 2013**

Bass, Berry, Simms PLC

Bass, Berry, Simms PLC provided employee benefits analysis for Big Rivers.

Latham and Watkins LLP

Latham and Watkins LLP provided legal services and expenses associated with Big Rivers' revolving credit agreement dated July 2012 with CoBank.

Midcontinent Independent System Operator (MISO)

Midcontinent ISO is conducting a study of the reliability impacts related to a potential change of status of a portion or all of either a Generation Resource or a Synchronous Condenser Unit.

Ohio Valley Financial Group

Ohio Valley Financial Group provides management and trustee services for Big Rivers' Bargaining and Non-Bargaining Retirement Plans.

Shipman and Goodwin LLP

Shipman and Goodwin LLP provided legal fees and expenses associated with Big Rivers' Case No. 2013-00125 Application of Big Rivers Electric Corporation for Approval to Issue Evidences of Indebtedness seeking approval to amend and restate its existing \$50,000,000 Revolving Line of Credit Agreement dated July 16, 2009 with the National Rural Utilities Cooperative Finance Corporation (CFC).

**Case No. 2013-00199**

**Attachment for Response for PSC 1-45**

**Witness: Billie J. Richert**

**Page 1 of 3**

**Big Rivers Electric Corporation  
Case No. 2013-00199  
Additional Professional Services Vendors  
For the Base Period Ending September 30, 2013**

Towers Watson Delaware Inc.

Towers Watson Delaware Inc. provided competitive wage assessments for various positions at Big Rivers.

Ziemer, Stayman, Weitzel & Shoulders LLP

Wm. Michael Schiff, of the law firm Ziemer, Stayman, Weitzel & Shoulders, LLP is Big Rivers' labor counsel. He has personally represented Big Rivers in labor matters since 1979. His intimate knowledge of Big Rivers and its dealings with IBEW Local 1701 since that date make him a resource of utmost and unmatched value to Big Rivers in the labor relations arena.

**Case No. 2013-00199**

**Attachment for Response for PSC 1-45**

**Witness: Billie J. Richert**

**Page 2 of 3**

**Big Rivers Electric Corporation  
Case No. 2013-00199  
Changes Occurring Since Previous Rate Case  
For the Base Period Ending September 30, 2013**

| <u>Vendor</u>                                      | <u>Description</u> |
|--|--------------------|
| Bass, Berry, Simms PLC                             | New vendor         |
| Felicia T. Burda                                   | New vendor         |
| Deloitte Financial Advisory Services LLP           | New vendor         |
| Haynes and Boone LLP                               | New vendor         |
| Kentucky Association of Electric Coops Inc. (KAEC) | New vendor         |
| Midcontinent Independent System Operator (MISO)    | New vendor         |
| Towers Watson Delaware Inc.                        | New vendor         |
| Daniel M. Walker                                   | New vendor         |

**Case No. 2013-00199**

**Attachment for Response for PSC 1-45**

**Witness: Billie J. Richert**

**Page 3 of 3**

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PUBLIC SERVICE  
COMMISSION

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                                    | Reference    |                 |
|--------------|---|--------------|-----------------|
|              |   | Invoice #    | Journal Entry # |
| 06/12        | ACES Power Marketing LLC                  | 12/5813-IN   |                 |
| 06/12        | American Management Consulting LLC        | #10          |                 |
| 06/12        | American Management Consulting LLC        | #11          | J230-0612       |
| 06/12        | Burns and McDonnell Engineering Co., Inc. | 57670-17     |                 |
| 06/12        | Burns and McDonnell Engineering Co., Inc. | 57670-18     |                 |
| 06/12        | Catalyst Consulting LLC                   | 101          | J232-0612       |
| 06/12        | Catalyst Consulting LLC                   | 102          | J232-0612       |
| 06/12        | Catalyst Consulting LLC                   | 103          | J232-0612       |
| 06/12        | DB Consulting LLC                         | BR114        |                 |
| 06/12        | GDS Associates Inc.                       | 0097808      |                 |
| 06/12        | Hogan & Lovells LLP                       | 2671983      | J232-0612       |
| 06/12        | Integrity Development Consultants Inc.    | BREC #14B    |                 |
| 06/12        | McBrayer, McGinnis, Leslie                | 248698       |                 |
| 06/12        | Mercer Inc/Wm. M.                         | 134010014749 |                 |
| 06/12        | Navigant Consulting, Inc.                 | 363162       |                 |
| 06/12        | Orrick, Herrington & Sutcliffe            | 1368397      |                 |

**Case No. 2013-00199**

**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

**Page 1 of 360**

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked    | Vendor  | Reference                                |                 |
|-----------------|---|--|-----------------|
|                 |   | Invoice #                                | Journal Entry # |
| 06/12           | Orrick, Herrington & Sutcliffe                | 1368460                                  |                 |
| 06/12           | Prime Group LLC/The                           | Professional Services May-12 (Rate Case) |                 |
| 06/12           | Sargent and Lundy LLC                         | 10794377                                 | J232-0612       |
| 06/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 113,455                                  | J232-0612       |
| 06/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 113,000                                  |                 |
| 06/12           | TSE Services, Inc.                            | 13783                                    | J230-0612       |
| 06/12           | Vantage Energy Consulting LLP                 | 20120501                                 |                 |
| 06/12           | Vantage Energy Consulting LLP                 | 20120602                                 | J232-0612       |
| 06/12           | Ziemer, Stayman, Weitzel                      | 162                                      |                 |
| 06/12           | Insurance Write Off                           |  | J600-0612       |
| Total June 2012 |   |  |                 |



**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month<br>Booked | Vendor                                      | Reference  |                 |
|-----------------|---|------------|-----------------|
|                 |   | Invoice #  | Journal Entry # |
| 07/12           | ACES Power Marketing LLC                    | 12/5863-IN |                 |
| 07/12           | American Management Consulting LLC          | #12        | J231-0712       |
| 07/12           | Burns and McDonnell Engineering Co., Inc.   | 57670-19   |                 |
| 07/12           | Catalyst Consulting LLC                     | 109        | J231-0712       |
| 07/12           | Catalyst Consulting LLC                     | 110        | J231-0712       |
| 07/12           | Catalyst Consulting LLC                     | 111        | J231-0712       |
| 07/12           | Catalyst Consulting LLC                     | 113        | J231-0712       |
| 07/12           | DB Consulting LLC                           | BR115      |                 |
| 07/12           | DLA Piper LLP                               | 2737206    |                 |
| 07/12           | Duke Energy Ohio Inc.                       | 10116973   |                 |
| 07/12           | Fidelity Institutional Operations Co., Inc. | 1203307    |                 |
| 07/12           | GDS Associates Inc.                         | 98430      |                 |
| 07/12           | Hogan & Lovells LLP                         | 2678075    | J231-0712       |
| 07/12           | Integrity Development Consultants Inc.      | BREC-#15B  |                 |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                                 | Reference    |                 |
|--------------|--|--------------|-----------------|
|              |  | Invoice #    | Journal Entry # |
| 07/12        | Integrity Development Consultants Inc. | BREC-#16B    | J231-0712       |
| 07/12        | McBrayer, McGinnis, Leslie             | 250212       |                 |
| 07/12        | Mercer Inc/Wm. M.                      | 134010014815 |                 |
| 07/12        | Myriad CPA Group                       | HEND17287    | J231-0712       |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1368460      |                 |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1368460      |                 |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1368460      |                 |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1373628      |                 |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1373633      |                 |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1373652      |                 |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1373677      |                 |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1373699      |                 |

**Case No. 2013-00199**

**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked    | Vendor  | Reference  |                 |
|-----------------|---|------------|-----------------|
|                 |   | Invoice #  | Journal Entry # |
| 07/12           | Sargent and Lundy LLC                         | 10798858   |                 |
| 07/12           | Siemens Industry Inc.                         | 1415       | J231-0712       |
| 07/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 111,190    |                 |
| 07/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 113,455    |                 |
| 07/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 113,893    | J232-0712       |
| 07/12           | Ziemer, Stayman, Weitzel                      | 163        |                 |
| 07/12           | Insurance Write Off                           |            | J600-0712       |
| Total July 2012 |   |            |                 |
| 08/12           | ACES Power Marketing LLC                      | 12/5916-IN |                 |
| 08/12           | ACES Power Marketing LLC                      | 12/5969-IN | J234-0812       |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                                    | Reference |                 |
|--------------|---|-----------|-----------------|
|              |   | Invoice # | Journal Entry # |
| 08/12        | American Management Consulting LLC        | 01-DSM    | J231-0812       |
| 08/12        | Burns and McDonnell Engineering Co., Inc. | 57670-20  | J231-0812       |
| 08/12        | Catalyst Consulting LLC                   | 116       | J231-0812       |
| 08/12        | Catalyst Consulting LLC                   | 117       | J231-0812       |
| 08/12        | DB Consulting LLC                         | BR116     |                 |
| 08/12        | DB Consulting LLC                         | BR117     | J231-0812       |
| 08/12        | Doe Anderson                              | 017678-00 |                 |
| 08/12        | GDS Associates Inc.                       | 0099141   |                 |
| 08/12        | Hogan & Lovells LLP                       | 2682076   | J231-0812       |
| 08/12        | Integrity Development Consultants Inc.    | BREC-#17B |                 |
| 08/12        | Itron Inc.                                | 257028    |                 |
| 08/12        | Kentucky State Treasurer                  |           |                 |
| 08/12        | KPMG LLP                                  | 44498556  |                 |
| 08/12        | KPMG LLP                                  | 44508421  |                 |
| 08/12        | KPMG LLP                                  | 44510982  |                 |
| 08/12        | McBrayer, McGinnis, Leslie                | 251579    |                 |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month | Vendor                         | Reference    |                 |
|-------|--------------------------------|--------------|-----------------|
|       |                                | Invoice #    | Journal Entry # |
| 08/12 | McBrayer, McGinnis, Leslie     | 00251579     | J231-0812       |
| 08/12 | Mercer Inc/Wm. M.              | 134010014971 |                 |
| 08/12 | Orrick, Herrington & Sutcliffe | 1378806      |                 |
| 08/12 | Orrick, Herrington & Sutcliffe | 1378843      |                 |
| 08/12 | Orrick, Herrington & Sutcliffe | 1378870      |                 |
| 08/12 | Orrick, Herrington & Sutcliffe | 1378887      |                 |
| 08/12 | Orrick, Herrington & Sutcliffe | 1378930      |                 |
| 08/12 | Sargent and Lundy LLC          | 10803418     |                 |
| 08/12 | Sargent and Lundy LLC          | 10805879     | J233-0812       |
| 08/12 | Siemens Industry Inc.          | 5442511580   | J232-0812       |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked             | Vendor  | Reference  |                 |
|--------------------------|---|------------|-----------------|
|                          |   | Invoice #  | Journal Entry # |
| 08/12                    | Siemens Industry Inc.                         | 5442547760 | J232-0812       |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 113,893    | J232-0712       |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 114,297    | J231-0812       |
| 08/12                    | Vantage Energy Consulting LLP                 | 20120703   |                 |
| 08/12                    | Vantage Energy Consulting LLP                 | 20120804   | J231-0812       |
| 08/12                    | Ziemer, Stayman, Weitzel                      | 164        |                 |
| 08/12                    | Insurance Write Off                           |            | J600-0812       |
| <b>Total August 2012</b> |   |            |                 |
| 09/12                    | American Management Consulting LLC            | 02A        | J232-0912       |
| 09/12                    | Burns and McDonnell Engineering Co., Inc.     | 57670-21   |                 |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month  | Vendor                                 | Reference   | Journal Entry # |
|--------|--|-------------|-----------------|
| Booked |  | Invoice #   |                 |
| 09/12  | Cardwell Energy Associates Inc.        | 2010-64     |                 |
| 09/12  | Catalyst Consulting LLC                | 122         | J232-0912       |
| 09/12  | Doe Anderson                           | 018191-00   |                 |
| 09/12  | Hogan & Lovells LLP                    | 2690482     | J232-0912       |
| 09/12  | Hunton & Williams LLP                  | 102038786   |                 |
| 09/12  | Integrity Development Consultants Inc. | BREC-#18B   |                 |
| 09/12  | McBrayer, McGinnis, Leslie             | 253727      |                 |
| 09/12  | Mercer Inc/Wm. M.                      | 13401001511 |                 |
| 09/12  | Myriad CPA Group                       | 26941       |                 |
| 09/12  | Orrick, Herrington & Sutcliffe         | 1383761     |                 |
| 09/12  | Orrick, Herrington & Sutcliffe         | 1383752     |                 |
| 09/12  | Orrick, Herrington & Sutcliffe         | 1383759     | J232-0912       |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month<br>Booked      | Vendor  | Reference |                 |
|----------------------|---|-----------|-----------------|
|                      |   | Invoice # | Journal Entry # |
| 09/12                | Orrick, Herrington & Sutcliffe                | 1383760   | J232-0912       |
| 09/12                | Orrick, Herrington & Sutcliffe                | 1383762   | J232-0912       |
| 09/12                | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 112,554   |                 |
| 09/12                | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 112,228   |                 |
| 09/12                | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 111,190   |                 |
| 09/12                | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 110,763   |                 |
| 09/12                | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 114,812   | J232-0912       |
| 09/12                | TSE Services, Inc.                            | 14264     | J231-0912       |
| 09/12                | Ziemer, Stayman, Weitzel                      | 165       |                 |
| 09/12                | Ziemer, Stayman, Weitzel                      | 166       | J233-0912       |
| 09/12                | Insurance Write Off                           |           | J600-0912       |
| Total September 2012 |   |           |                 |



**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                                      | Reference |                          |
|--------------|---|-----------|--------------------------|
|              |   | Invoice # | Journal Entry #          |
| 10/12        | ACES Power Marketing LLC                    |           | J820-1012 Reclass to B/S |
| 10/12        | American Management Consulting LLC          | #03       | J232-1012                |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   | 57670-22  |                          |
| 10/12        | Catalyst Consulting LLC                     |           | J820-1012 Reclass to B/S |
| 10/12        | Catalyst Consulting LLC                     | 127       | J232-1012                |
| 10/12        | DB Consulting LLC                           | BR118     |                          |
| 10/12        | Doe Anderson                                | 018682    |                          |
| 10/12        | Doe Anderson                                |           | J231-1012                |
| 10/12        | Fidelity Institutional Operations Co., Inc. | 1232185   | J230-1012                |
| 10/12        | GDS Associates Inc.                         |           | J820-1012 Reclass        |
| 10/12        | Hogan & Lovells LLP                         | 2666153   | J092-1012                |
| 10/12        | Hogan & Lovells LLP                         | 2671983   | J092-1012                |
| 10/12        | Hogan & Lovells LLP                         | 2678075   | J092-1012                |

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| Month Booked | Vendor                         | Reference    |                 |
|--------------|--------------------------------|--------------|-----------------|
|              |                                | Invoice #    | Journal Entry # |
| 10/12        | Hogan & Lovells LLP            | 2682076      | J092-1012       |
| 10/12        | Hogan & Lovells LLP            | 2697607      | J232-1012       |
| 10/12        | Hunton & Williams LLP          | 102040120    |                 |
| 10/12        | Itron Inc.                     | 257028       |                 |
| 10/12        | Kentucky State Treasurer       |              |                 |
| 10/12        | L. Robert Kimball              | 517131A      | J043-1012       |
| 10/12        | L. Robert Kimball              | 517131B      | J043-1012       |
| 10/12        | L. Robert Kimball              | 517131C      | J043-1012       |
| 10/12        | L. Robert Kimball              | 517131D      | J043-1012       |
| 10/12        | McBrayer, McGinnis, Leslie     | 255466       |                 |
| 10/12        | Mercer Inc/Wm. M.              | 134010015238 |                 |
| 10/12        | Orrick, Herrington & Sutcliffe | 1363444      | J092-1012       |

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| Month Booked | Vendor  | Reference |                          |
|--------------|---|-----------|--------------------------|
|              |   | Invoice # | Journal Entry #          |
| 10/12        | Orrick, Herrington & Sutcliffe                | 1368394   | J092-1012                |
| 10/12        | Orrick, Herrington & Sutcliffe                | 1386032   |                          |
| 10/12        | Orrick, Herrington & Sutcliffe                | 1386034   |                          |
| 10/12        | Power Cost Inc./PCI                           | 11200     |                          |
| 10/12        | Prime Group LLC/The                           |           | J820-1012 Reclass to B/S |
| 10/12        | Sargent and Lundy LLC                         |           | J820-1012 Reclass to B/S |
| 10/12        | Siemens Industry Inc.                         |           | J820-1012 Reclass to B/S |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |           | J820-1012 Reclass to B/S |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 111,190   | J092-1012                |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 112,228   |                          |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 113,000   | J092-1012                |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 113,455   | J092-1012                |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 113,893   | J092-1012                |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 114,297   | J092-1012                |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 114,812   |                          |

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| Month              | Vendor  | Reference | Journal Entry #          |
|--------------------|---|-----------|--------------------------|
| Booked             |   | Invoice # |                          |
| 10/12              | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 115,160   | J232-1012                |
| 10/12              | Vantage Energy Consulting LLP                 |           | J820-1012 Reclass to B/S |
| 10/12              | Insurance Write Off                           |           | J600-1012                |
| Total October 2012 |   |           |                          |
| 11/12              | American Management Consulting LLC            | #04       | J231-1112                |
| 11/12              | Burns and McDonnell Engineering Co., Inc.     | 68641-1   | J200-1112                |
| 11/12              | Burns and McDonnell Engineering Co., Inc.     | 68641-2   | J200-1112                |

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| Month<br>Booked | Vendor                                    | Reference |                 |
|-----------------|---|-----------|-----------------|
|                 |   | Invoice # | Journal Entry # |
| 11/12           | Burns and McDonnell Engineering Co., Inc. | 68641-3   | J200-1112       |
| 11/12           | Burns and McDonnell Engineering Co., Inc. | 68641-4   | J200-1112       |
| 11/12           | Burns and McDonnell Engineering Co., Inc. | 68642-1   | J200-1112       |

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| Month  | Vendor                         | Reference    |                 |
|--------|--------------------------------|--------------|-----------------|
| Booked |                                | Invoice #    | Journal Entry # |
| 11/12  | Dinsmore & Shohl LLP           | 2952178      |                 |
| 11/12  | DB Consulting LLC              | BR119        |                 |
| 11/12  | Doe Anderson                   |              | J231-1112       |
| 11/12  | GDS Associates Inc.            | 0101111      |                 |
| 11/12  | Hogan & Lovells LLP            |              | J231-1112       |
| 11/12  | KPMG LLP                       | 44596235     | J231-1112       |
| 11/12  | KPMG LLP                       | 44606478     | J231-1112       |
| 11/12  | McBrayer, McGinnis, Leslie     | 256680       |                 |
| 11/12  | Mercer Inc/Wm. M.              | 134010015364 |                 |
| 11/12  | Orrick, Herrington & Sutcliffe | 1386034      |                 |
| 11/12  | Orrick, Herrington & Sutcliffe | 1393665      | J231-1112       |
| 11/12  | Orrick, Herrington & Sutcliffe | 1393669      | J231-1112       |
| 11/12  | Orrick, Herrington & Sutcliffe | 1394832      | J231-1112       |
| 11/12  | Southwest Power Pool           |              | J020-1112       |

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| Month<br>Booked            | Vendor  | Reference |                     |
|----------------------------|---|-----------|---------------------|
|                            |   | Invoice # | Journal Entry #     |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 114,812   |                     |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 114,812   | J200-1112           |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 114,812   | J200-1112           |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 115,160   |                     |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 115,160   | J200-1112           |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 115,579   | J231-1112/J235-1112 |
| 11/12                      | Ziemer, Stayman, Weitzel                      | 167       |                     |
| 11/12                      | Insurance Write Off                           |           | J600-1112           |
| <b>Total November 2012</b> |   |           |                     |

|       |   |          |           |
|-------|---|----------|-----------|
| 12/12 | American Management Consulting LLC        | #05      | J232-1212 |
| 12/12 | Burns and McDonnell Engineering Co., Inc. | 68641-1  | J201-1212 |
| 12/12 | Burns and McDonnell Engineering Co., Inc. | 68642-2  | J201-1212 |
| 12/12 | Burns and McDonnell Engineering Co., Inc. | 57670-23 |           |

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| Month Booked | Vendor                                    | Reference       |                 |
|--------------|---|-----------------|-----------------|
|              |   | Invoice #       | Journal Entry # |
| 12/12        | Burns and McDonnell Engineering Co., Inc. | VENDOR ESTIMATE | J232-1212       |
| 12/12        | DB Consulting LLC                         | BR120           |                 |
| 12/12        | Dinsmore & Shohl LLP                      | 2977594         | J232-1212       |
| 12/12        | Dinsmore & Shohl LLP                      | 2987409         | J232-1212       |
| 12/12        | Doe Anderson                              | 018683-00       |                 |
| 12/12        | Duke Energy Ohio Inc.                     | 10117274        |                 |
| 12/12        | Duke Energy Ohio Inc.                     | 10117820        |                 |
| 12/12        | Hogan & Lovells LLP                       | 2713724         | J232-1212       |
| 12/12        | Kentucky State Treasurer                  |                 | J830-1212       |
| 12/12        | McBrayer, McGinnis, Leslie                | 257217          |                 |
| 12/12        | McBrayer, McGinnis, Leslie                | 259640          | J235-1212       |
| 12/12        | Mercer Inc/Wm. M.                         | 134010015560    | J230-1212       |
| 12/12        | Orrick, Herrington & Sutcliffe            | 1393664         |                 |
| 12/12        | Orrick, Herrington & Sutcliffe            | 1399361         | J232-1212       |
| 12/12        | Prime Group LLC/The                       | 215422          | J230-1212       |

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| Month Booked        | Vendor  | Reference    |                 |
|---------------------|---|--------------|-----------------|
|                     |   | Invoice #    | Journal Entry # |
| 12/12               | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 115,579      | REVJ231-1212    |
| 12/12               | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 116,035      | J232-1212       |
| 12/12               | Towers Watson Delaware Inc.                   | 150140071905 |                 |
| 12/12               | TSE Services, Inc.                            | 14753        | J230-1212       |
| 12/12               | Ziemer, Stayman, Weitzel                      | 168          |                 |
| 12/12               | Ziemer, Stayman, Weitzel                      | 169          | J232-1212       |
| 12/12               | Insurance Write Off                           |              | J600-1212       |
| <hr/>               |   |              |                 |
| Total December 2012 |   |              |                 |
| <hr/>               |   |              |                 |
| 01/13               | Catalyst Consulting LLc                       | 136          | J232-0113       |
| 01/13               | Catalyst Consulting LLc                       | 137          | J232-0113       |
| 01/13               | Fidelity Institutional Operations Co., Inc.   | 1278105      |                 |

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| Month Booked | Vendor                         | Reference    |                 |
|--------------|--------------------------------|--------------|-----------------|
|              |                                | Invoice #    | Journal Entry # |
| 01/13        | KAEC                           | 11504201     |                 |
| 01/13        | KPMG LLP                       | 44664467     | J232-0113       |
| 01/13        | Mercer Inc/Wm. M.              | 134010015662 |                 |
| 01/13        | Navigant Consulting, Inc.      | 385223       | J230-0113       |
| 01/13        | Orrick, Herrington & Sutcliffe | 1378870      | J200-0113       |
| 01/13        | Orrick, Herrington & Sutcliffe | 1403365      | J232-0113       |
| 01/13        | Orrick, Herrington & Sutcliffe | 1403366      | J232-0113       |
| 01/13        | Orrick, Herrington & Sutcliffe | 1403367      | J232-0113       |
| 01/13        | Orrick, Herrington & Sutcliffe | 1403375      | J232-0113       |
| 01/13        | Orrick, Herrington & Sutcliffe | 1403376      | J232-0113       |

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| Month Booked              | Vendor  | Reference | Journal Entry # |
|---------------------------|---|-----------|-----------------|
|                           |   | Invoice # |                 |
| 01/13                     | Orrick, Herrington & Sutcliffe                | 1403369   | J232-0113       |
| 01/13                     | Prime Group LLC/The                           |           | J232-0113       |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 116,434   | J232-0113       |
| 01/13                     | Ziemer, Stayman, Weitzel                      | 170       | J232-0113       |
| 01/13                     | Insurance Write Off                           |           | J233-0113       |
| <b>Total January 2013</b> |   |           |                 |

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| Month<br>Booked | Vendor  | Reference    |                 |
|-----------------|---|--------------|-----------------|
|                 |   | Invoice #    | Journal Entry # |
| 02/13           | American Management Consulting LLC            | #06          |                 |
| 02/13           | American Management Consulting LLC            | #07          | J232-0213       |
| 02/13           | Felicia T. Burda                              |              | J232-0213       |
| 02/13           | Dinsmore & Shohl LLP                          | 3014761      | J232-0213       |
| 02/13           | Doe Anderson                                  | 021047-00    | J232-0213       |
| 02/13           | Duke Energy Ohio Inc.                         | 10118177-1   |                 |
| 02/13           | GDS Associates Inc.                           | 0103921      | J232-0213       |
| 02/13           | Hogan & Lovells LLP                           | 2721150      |                 |
| 02/13           | KPMG LLP                                      | 44678873     | J232-0213       |
| 02/13           | McBrayer, McGinnis, Leslie                    | 260233       |                 |
| 02/13           | Mercer Inc/Wm. M.                             | 134010015795 |                 |
| 02/13           | Mercer Inc/Wm. M.                             | 134010015796 |                 |
| 02/13           | Prime Group LLC/The                           |              |                 |
| 02/13           | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 116,824      | J232-0213       |

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| Month Booked        | Vendor              | Reference |                 |
|---------------------|---------------------|-----------|-----------------|
|                     |                     | Invoice # | Journal Entry # |
| 02/13               | Insurance Write Off |           | J600-0213       |
| Total February 2013 |                     |           |                 |

|       |  |                 |              |
|-------|--|-----------------|--------------|
| 03/13 | American Management Consulting LLC     | #08             | J232-0313    |
| 03/13 | Bass, Berry, Simms PLC                 | 419833          |              |
| 03/13 | Burns & McDonnell Engineering Co. Inc. | VENDOR ESTIMATE | REVJ232-1212 |
| 03/13 | Cardwell Energy Associates Inc.        | 2010-68         |              |
| 03/13 | Catalyst Consulting LLc                | 144             | J232-0313    |
| 03/13 | GDS Associates Inc.                    | 0104366         |              |
| 03/13 | GDS Associates Inc.                    | 0104382         | J232-0313    |
| 03/13 | Hogan & Lovells LLP                    | 2723963         |              |

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| Month Booked | Vendor                         | Reference    |                 |
|--------------|--------------------------------|--------------|-----------------|
|              |                                | Invoice #    | Journal Entry # |
| 03/13        | KPMG LLP                       | 44725895     |                 |
| 03/13        | McBrayer, McGinnis, Leslie     | 262047       |                 |
| 03/13        | McBrayer, McGinnis, Leslie     | 262892       | J232-0313       |
| 03/13        | Mercer Inc/Wm. M.              | 134010015887 |                 |
| 03/13        | Mercer Inc/Wm. M.              | 134010015888 |                 |
| 03/13        | Orrick, Herrington & Sutcliffe | 1411423      | J232-0313       |
| 03/13        | Orrick, Herrington & Sutcliffe | 1411424      | J232-0313       |
| 03/13        | Orrick, Herrington & Sutcliffe | 1411425      | J232-0313       |
| 03/13        | Orrick, Herrington & Sutcliffe | 1411434      | J232-0313       |
| 03/13        | Orrick, Herrington & Sutcliffe | 1411437      | J232-0313       |
| 03/13        | Orrick, Herrington & Sutcliffe | 1411444      | J232-0313       |
| 03/13        | Shipman and Goodwin            | 429569       | J232-0313       |

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| Month                                     | Vendor  | Reference |                      |
|---|---|-----------|----------------------|
| Booked                                    |   | Invoice # | Journal Entry #      |
| 03/13                                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |           | 117,246<br>J232-0313 |
| 03/13                                     | Towers Watson Delaware Inc                    |           | 150140089952         |
| 03/13                                     | Ziemer, Stayman, Weitzel                      |           | 171                  |
| 03/13                                     | Insurance Write Off                           |           |                      |
| <hr/> <b>Total March 2013</b> <hr/> <hr/> |   |           |                      |
| 04/13                                     | American Management Consulting LLC            |           | #09<br>J232-0413     |
| 04/13                                     | Burns & McDonnell Engineering Co. Inc.        |           | 71615-1              |
| 04/13                                     | Dinsmore & Shohl LLP                          |           | 3039642<br>J232-0413 |
| 04/13                                     | Fidelity Institutional Operations Co., Inc.   |           | 1313636              |
| 04/13                                     | GDS Associates Inc.                           | 0105065   |                      |

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| Month | Vendor  | Reference    |                 |
|-------|---|--------------|-----------------|
|       |   | Invoice #    | Journal Entry # |
| 04/13 | KPMG LLP                                      | 44755990     |                 |
| 04/13 | Mercer Inc/Wm. M.                             | 134010016041 |                 |
| 04/13 | Orrick, Herrington & Sutcliffe                | 1416000      | J232-0413       |
| 04/13 | Orrick, Herrington & Sutcliffe                | 1416002      | J232-0413       |
| 04/13 | Orrick, Herrington & Sutcliffe                | 1416006      | J232-0413       |
| 04/13 | Orrick, Herrington & Sutcliffe                | 1415998      | J232-0413       |
| 04/13 | Orrick, Herrington & Sutcliffe                | 1416005      | J232-0413       |
| 04/13 | Prime Group LLC/The                           |              |                 |
| 04/13 | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 117,671      | J232-0413       |
| 04/13 | TSE Services                                  | 15297        |                 |



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| Month Booked     | Vendor                   | Reference |                 |
|------------------|--------------------------|-----------|-----------------|
|                  |                          | Invoice # | Journal Entry # |
| 04/13            | Ziemer, Stayman, Weitzel | 172       |                 |
| 04/13            | Ziemer, Stayman, Weitzel | 173       | J232-0413       |
| 04/13            | Insurance Write Off      |           | J600-0413       |
| Total April 2013 |                          |           |                 |

|       |                                    |           |           |
|-------|------------------------------------|-----------|-----------|
| 05/13 | American Management Consulting LLC | #06       |           |
| 05/13 | American Management Consulting LLC | #07       |           |
| 05/13 | American Management Consulting LLC | #08       |           |
| 05/13 | American Management Consulting LLC | #09       |           |
| 05/13 | American Management Consulting LLC | #10       | J232-0513 |
| 05/13 | Cardwell Energy Associates Inc.    | 2010-90   | J230-0513 |
| 05/13 | Doe Anderson                       | 022322-00 |           |
| 05/13 | Duke Energy Ohio Inc.              | 10118633  |           |
| 05/13 | GDS Associates Inc.                | 0105814   |           |
| 05/13 | KPMG LLP                           | 44801754  |           |
| 05/13 | Latham and Watkins LLP             | 120310625 | J232-0513 |

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| Month  | Vendor                         | Reference    |                 |
|--------|--------------------------------|--------------|-----------------|
| Booked |                                | Invoice #    | Journal Entry # |
| 05/13  | Latham and Watkins LLP         | 120312924A   | J232-0513       |
| 05/13  | Latham and Watkins LLP         | 120314080    | J232-0513       |
| 05/13  | Latham and Watkins LLP         | 130300551    | J232-0513       |
| 05/13  | Latham and Watkins LLP         | 130301620    | J232-0513       |
| 05/13  | Latham and Watkins LLP         | 130305371    | J232-0513       |
| 05/13  | Latham and Watkins LLP         | 130305957    | J232-0513       |
| 05/13  | McBrayer, McGinnis, Leslie     | 265775       |                 |
| 05/13  | Mercer Inc/Wm. M.              | 134010016124 |                 |
| 05/13  | Orrick, Herrington & Sutcliffe | 1411424      |                 |
| 05/13  | Orrick, Herrington & Sutcliffe | 1421103      |                 |
| 05/13  | Orrick, Herrington & Sutcliffe | 1421109      |                 |
| 05/13  | Orrick, Herrington & Sutcliffe | 1426689      | J234-0513       |

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| Month Booked | Vendor                         | Reference |                 |
|--------------|--------------------------------|-----------|-----------------|
|              |                                | Invoice # | Journal Entry # |
| 05/13        | Orrick, Herrington & Sutcliffe | 1422702   | J234-0513       |
| 05/13        | Orrick, Herrington & Sutcliffe | 1422703   | J234-0513       |
| 05/13        | Orrick, Herrington & Sutcliffe | 1421107   | J232-0513       |
| 05/13        | Orrick, Herrington & Sutcliffe | 1421106   | J232-0513       |
| 05/13        | Orrick, Herrington & Sutcliffe | 1422688   | J234-0513       |
| 05/13        | Orrick, Herrington & Sutcliffe | 1421105   |                 |
| 05/13        | Orrick, Herrington & Sutcliffe | 1422690   | J234-0513       |
| 05/13        | Prime Group LLC/The            |           |                 |
| 05/13        | Prime Group LLC/The            |           |                 |

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| Month  | Vendor  | Reference | Journal Entry # |
|--|---|-----------|-----------------|
| Booked                                       |   | Invoice # |                 |
| 05/13  | Shipman and Goodwin                           | 429569    |                 |
| 05/13  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 118,098   |                 |
| 05/13  | Insurance Write Off                           |           | J600-0513       |
| Total May 2013                               |   |           |                 |
| Grand Total Twelve Months Ended May 31, 2013 |   |           |                 |

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| Month Booked | Vendor                                    | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|---|---|-------------|-------------|-------------|
| 06/12        | ACES Power Marketing LLC                  | 6,855.23  |             |             |             |
| 06/12        | American Management Consulting LLC        | 10,558.32   | 10,558.32   |             |             |
| 06/12        | American Management Consulting LLC        | 10,145.07   | 10,145.07   |             |             |
| 06/12        | Burns and McDonnell Engineering Co., Inc. | 917.75  |             |             |             |
| 06/12        | Burns and McDonnell Engineering Co., Inc. | 10,093.20   |             |             |             |
| 06/12        | Catalyst Consulting LLC                   | 9,778.18  |             |             |             |
| 06/12        | Catalyst Consulting LLC                   | 1,423.33  |             |             |             |
| 06/12        | Catalyst Consulting LLC                   | 1,225.00  |             |             |             |
| 06/12        | DB Consulting LLC                         | 1,905.95  |             |             |             |
| 06/12        | GDS Associates Inc.                       | 680.00  |             | 680.00      |             |
| 06/12        | Hogan & Lovells LLP                       | 1,828.75  |             |             |             |
| 06/12        | Integrity Development Consultants Inc.    | 694.13  |             |             |             |
| 06/12        | McBrayer, McGinnis, Leslie                | 1,119.00  | 1,119.00    |             |             |
| 06/12        | Mercer Inc/Wm. M.                         | 32,979.00   | 32,979.00   |             |             |
| 06/12        | Navigant Consulting, Inc.                 | 3,000.00  | 3,000.00    |             |             |
| 06/12        | Orrick, Herrington & Sutcliffe            | 1,710.00  | 1,710.00    |             |             |

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**Attachment (2 of 2) For Response For PSC 1-46**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked    | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|-----------------|---|---|-------------|-------------|-------------|
| 06/12           | Orrick, Herrington & Sutcliffe                | 410.00  | 410.00      |             |             |
| 06/12           | Prime Group LLC/The                           | 1,575.00  |             |             |             |
| 06/12           | Sargent and Lundy LLC                         | 25,870.50   |             |             |             |
| 06/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 83,019.08   | 28,610.08   | 913.00      |             |
| 06/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 748.00  |             |             |             |
| 06/12           | TSE Services, Inc.                            | 24,414.00   |             |             | 24,414.00   |
| 06/12           | Vantage Energy Consulting LLP                 | 12,080.00   |             |             |             |
| 06/12           | Vantage Energy Consulting LLP                 | 23,940.00   |             |             |             |
| 06/12           | Ziemer, Stayman, Weitzel                      | 2,419.00  | 2,419.00    |             |             |
| 06/12           | Insurance Write Off                           | 10.78   | 10.78       |             |             |
| Total June 2012 |   | 269,399.27  | 90,961.25   | 1,593.00    | 24,414.00   |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                                      | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | <u>A/C 923.100</u> | <u>A/C 923.101</u> | <u>A/C 923.102</u> |
|--------------|---|---|--------------------|--------------------|--------------------|
| 07/12        | ACES Power Marketing LLC                    | 8,298.00  |                    |                    |                    |
| 07/12        | American Management Consulting LLC          | 11,071.49   | 11,071.49          |                    |                    |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   | 9,979.25  |                    |                    |                    |
| 07/12        | Catalyst Consulting LLC                     | 21,309.77   |                    |                    |                    |
| 07/12        | Catalyst Consulting LLC                     | 525.00  |                    |                    |                    |
| 07/12        | Catalyst Consulting LLC                     | 350.00  |                    |                    |                    |
| 07/12        | Catalyst Consulting LLC                     | 175.00  |                    |                    |                    |
| 07/12        | DB Consulting LLC                           | 1,725.83  |                    |                    |                    |
| 07/12        | DLA Piper LLP                               | 253.12  | 253.12             |                    |                    |
| 07/12        | Duke Energy Ohio Inc.                       | 5,996.65  |                    |                    |                    |
| 07/12        | Fidelity Institutional Operations Co., Inc. | 3,750.00  | 3,750.00           |                    |                    |
| 07/12        | GDS Associates Inc.                         | 510.00  |                    |                    |                    |
| 07/12        | Hogan & Lovells LLP                         | 9,204.87  | 67.50              |                    |                    |
| 07/12        | Integrity Development Consultants Inc.      | 480.00  |                    |                    |                    |

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                                 | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | <u>A/C 923.100</u> | <u>A/C 923.101</u> | <u>A/C 923.102</u> |
|--------------|--|---|--------------------|--------------------|--------------------|
| 07/12        | Integrity Development Consultants Inc. | 2,695.86  |                    |                    |                    |
| 07/12        | McBrayer, McGinnis, Leslie             | 1,119.00  | 1,119.00           |                    |                    |
| 07/12        | Mercer Inc/Wm. M.                      | 43,249.00   | 43,249.00          |                    |                    |
| 07/12        | Myriad CPA Group                       | 7,500.00  | 7,500.00           |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         | 207.09  | 207.09             |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         | (410.00)  | (410.00)           |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         | 811.69  | 811.69             |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1,940.88  | 1,940.88           |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         | 23,580.11   | 23,580.11          |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         | 8,197.81  | 8,197.81           |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         | 5,289.62  | 5,289.62           |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         | 45.29   | 45.29              |                    |                    |



**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked           | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100       | A/C 923.101 | A/C 923.102 |
|------------------------|---|---|-------------------|-------------|-------------|
| 07/12                  | Sargent and Lundy LLC                         | 16,161.21   |                   |             |             |
| 07/12                  | Siemens Industry Inc.                         | 7,993.13  |                   |             |             |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (77.00)   | (77.00)           |             |             |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00  | 10,763.00         |             |             |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 73,290.31   | 20,247.81         |             |             |
| 07/12                  | Ziemer, Stayman, Weitzel                      | 2,389.50  | 2,389.50          |             |             |
| 07/12                  | Insurance Write Off                           | 10.06   | 10.06             |             |             |
| <b>Total July 2012</b> |   | <b>267,622.54</b>   | <b>140,005.97</b> | <b>0.00</b> | <b>0.00</b> |
| 08/12                  | ACES Power Marketing LLC                      | 8,175.00  |                   |             |             |
| 08/12                  | ACES Power Marketing LLC                      | 22,383.84   |                   |             |             |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                                    | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|---|---|-------------|-------------|-------------|
| 08/12        | American Management Consulting LLC        | 5,655.49  | 4,710.49    |             |             |
| 08/12        | Burns and McDonnell Engineering Co., Inc. | 1,031.70  |             |             |             |
| 08/12        | Catalyst Consulting LLC                   | 21,907.66   |             |             |             |
| 08/12        | Catalyst Consulting LLC                   | 1,925.00  |             |             |             |
| 08/12        | DB Consulting LLC                         | 1,671.63  |             |             |             |
| 08/12        | DB Consulting LLC                         | 2,590.58  |             |             |             |
| 08/12        | Doe Anderson                              | 9,686.80  | 9,686.80    |             |             |
| 08/12        | GDS Associates Inc.                       | 3,602.10  |             | 3,602.10    |             |
| 08/12        | Hogan & Lovells LLP                       | 4,499.20  |             |             |             |
| 08/12        | Integrity Development Consultants Inc.    | 496.00  |             |             |             |
| 08/12        | Itron Inc.                                | 28,965.25   |             | 28,965.25   |             |
| 08/12        | Kentucky State Treasurer                  | 1,737.92  |             | 1,737.92    |             |
| 08/12        | KPMG LLP                                  | 7,500.00  | 7,500.00    |             |             |
| 08/12        | KPMG LLP                                  | 28,750.00   | 28,750.00   |             |             |
| 08/12        | KPMG LLP                                  | 7,500.00  | 7,500.00    |             |             |
| 08/12        | McBrayer, McGinnis, Leslie                | 1,119.00  | 1,119.00    |             |             |

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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                         | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|--------------------------------|---|-------------|-------------|-------------|
| 08/12        | McBrayer, McGinnis, Leslie     | 1,119.00  | 1,119.00    |             |             |
| 08/12        | Mercer Inc/Wm. M.              | 37,046.00   | 37,046.00   |             |             |
| 08/12        | Orrick, Herrington & Sutcliffe | 1,159.03  | 1,159.03    |             |             |
| 08/12        | Orrick, Herrington & Sutcliffe | 2,710.25  | 2,710.25    |             |             |
| 08/12        | Orrick, Herrington & Sutcliffe | 440.41  | 440.41      |             |             |
| 08/12        | Orrick, Herrington & Sutcliffe | 184.08  | 184.08      |             |             |
| 08/12        | Orrick, Herrington & Sutcliffe | 444.91  | 444.91      |             |             |
| 08/12        | Sargent and Lundy LLC          | 3,429.00  |             |             |             |
| 08/12        | Sargent and Lundy LLC          | 25,436.78   |             |             |             |
| 08/12        | Siemens Industry Inc.          | 80,569.89   |             |             |             |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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**(Gross of City Share)**

| Month Booked             | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100       | A/C 923.101      | A/C 923.102 |
|--------------------------|---|---|-------------------|------------------|-------------|
| 08/12                    | Siemens Industry Inc.                         | 11,613.12   |                   |                  |             |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00  | (110.00)          | 110.00           |             |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 125,259.14  | 31,453.89         | 682.00           |             |
| 08/12                    | Vantage Energy Consulting LLP                 | 27,560.00   |                   |                  |             |
| 08/12                    | Vantage Energy Consulting LLP                 | 49,991.78   |                   |                  |             |
| 08/12                    | Ziemer, Stayman, Weitzel                      | 3,127.00  | 3,127.00          |                  |             |
| 08/12                    | Insurance Write Off                           | 10.06   | 10.06             |                  |             |
| <b>Total August 2012</b> |   | <b>529,297.62</b>   | <b>136,850.92</b> | <b>35,097.27</b> | <b>0.00</b> |
| 09/12                    | American Management Consulting LLC            | 3,585.94  | 1,275.94          |                  |             |
| 09/12                    | Burns and McDonnell Engineering Co., Inc.     | 2,351.35  |                   |                  |             |

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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                                 | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|--|---|-------------|-------------|-------------|
| 09/12        | Cardwell Energy Associates Inc.        | 1,000.00  |             |             |             |
| 09/12        | Catalyst Consulting LLC                | 10,739.59   |             |             |             |
| 09/12        | Doe Anderson                           | 4,100.00  | 4,100.00    |             |             |
| 09/12        | Hogan & Lovells LLP                    | 3,438.05  |             |             |             |
| 09/12        | Hunton & Williams LLP                  | 49,648.23   | 49,648.23   |             |             |
| 09/12        | Integrity Development Consultants Inc. | 1,528.50  |             |             |             |
| 09/12        | McBrayer, McGinnis, Leslie             | 11.09   | 11.09       |             |             |
| 09/12        | Mercer Inc/Wm. M.                      | 43,314.00   | 43,314.00   |             |             |
| 09/12        | Myriad CPA Group                       | 7,500.00  | 7,500.00    |             |             |
| 09/12        | Orrick, Herrington & Sutcliffe         | 26,764.88   | 26,764.88   |             |             |
| 09/12        | Orrick, Herrington & Sutcliffe         | 4,310.27  | 4,310.27    |             |             |
| 09/12        | Orrick, Herrington & Sutcliffe         | 1,564.64  | 1,564.64    |             |             |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked                | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100       | A/C 923.101     | A/C 923.102      |
|-----------------------------|---|---|-------------------|-----------------|------------------|
| 09/12                       | Orrick, Herrington & Sutcliffe                | 613.51  | 613.51            |                 |                  |
| 09/12                       | Orrick, Herrington & Sutcliffe                | 174.37  | 174.37            |                 |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00  | (374.00)          |                 |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00  | (187.00)          |                 |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00  | (1,615.00)        |                 |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00  | (476.00)          |                 |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 88,413.03   | 18,182.13         | 6,792.00        |                  |
| 09/12                       | TSE Services, Inc.                            | 24,414.00   |                   |                 | 24,414.00        |
| 09/12                       | Ziemer, Stayman, Weitzel                      | 2,301.00  | 2,301.00          |                 |                  |
| 09/12                       | Ziemer, Stayman, Weitzel                      | 737.50  | 737.50            |                 |                  |
| 09/12                       | Insurance Write Off                           | 10.06   | 10.06             |                 |                  |
| <b>Total September 2012</b> |   | <b>276,520.01</b>   | <b>157,855.62</b> | <b>6,792.00</b> | <b>24,414.00</b> |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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**(Gross of City Share)**

| Month Booked | Vendor                                      | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|---|---|-------------|-------------|-------------|
| 10/12        | ACES Power Marketing LLC                    | (45,712.07)   |             |             |             |
| 10/12        | American Management Consulting LLC          | 5,703.31  | 3,288.31    |             | 1,155.00    |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   | 10,060.96   |             |             |             |
| 10/12        | Catalyst Consulting LLC                     | (52,995.61)   |             |             |             |
| 10/12        | Catalyst Consulting LLC                     | 700.00  | 700.00      |             |             |
| 10/12        | DB Consulting LLC                           | 1,711.09  |             |             |             |
| 10/12        | Doe Anderson                                | 2,345.00  | 2,345.00    |             |             |
| 10/12        | Doe Anderson                                | 125.00  | 125.00      |             |             |
| 10/12        | Fidelity Institutional Operations Co., Inc. | 3,750.00  | 3,750.00    |             |             |
| 10/12        | GDS Associates Inc.                         | (510.00)  |             |             |             |
| 10/12        | Hogan & Lovells LLP                         | 79,802.25   |             | 79,802.25   |             |
| 10/12        | Hogan & Lovells LLP                         | 9,022.50  |             | 9,022.50    |             |
| 10/12        | Hogan & Lovells LLP                         | 30,122.69   |             | 30,122.69   |             |

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                         | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|--------------------------------|---|-------------|-------------|-------------|
| 10/12        | Hogan & Lovells LLP            | 17,818.51   |             | 17,818.51   |             |
| 10/12        | Hogan & Lovells LLP            | 1,975.05  |             |             |             |
| 10/12        | Hunton & Williams LLP          | 213.90  | 213.90      |             |             |
| 10/12        | Itron Inc.                     | (28,965.25)   |             | (28,965.25) |             |
| 10/12        | Kentucky State Treasurer       | (1,737.92)  |             | (1,737.92)  |             |
| 10/12        | L. Robert Kimball              | 14,545.00   |             |             |             |
| 10/12        | L. Robert Kimball              | 13,554.00   |             |             |             |
| 10/12        | L. Robert Kimball              | 11,673.00   |             |             |             |
| 10/12        | L. Robert Kimball              | 10,620.00   |             |             |             |
| 10/12        | McBrayer, McGinnis, Leslie     | 1,119.00  | 1,119.00    |             |             |
| 10/12        | Mercer Inc/Wm. M.              | 45,209.00   | 45,209.00   |             |             |
| 10/12        | Orrick, Herrington & Sutcliffe | 26,393.02   |             | 26,393.02   |             |



**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|-------|---|---|-------------|-------------|-------------|
| 10/12 | Orrick, Herrington & Sutcliffe                | 4,661.54  |             | 4,661.54    |             |
| 10/12 | Orrick, Herrington & Sutcliffe                | 134.13  | 134.13      |             |             |
| 10/12 | Orrick, Herrington & Sutcliffe                | 3,129.27  | 3,129.27    |             |             |
| 10/12 | Power Cost Inc./PCI                           | 6,950.95  |             | 6,950.95    |             |
| 10/12 | Prime Group LLC/The                           | (84,106.41)   |             |             |             |
| 10/12 | Sargent and Lundy LLC                         | (103,538.49)  |             |             |             |
| 10/12 | Siemens Industry Inc.                         | (143,508.64)  |             |             |             |
| 10/12 | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (224,726.35)  |             |             |             |
| 10/12 | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 308.00  |             | 308.00      |             |
| 10/12 | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00  |             |             |             |
| 10/12 | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 3,850.00  |             | 3,850.00    |             |
| 10/12 | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 4,290.00  |             | 4,290.00    |             |
| 10/12 | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 2,860.00  |             | 2,860.00    |             |
| 10/12 | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 110.00  |             | 110.00      |             |
| 10/12 | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (549.20)  | (13.30)     |             |             |

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| Month Booked              | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100      | A/C 923.101       | A/C 923.102     |
|---------------------------|---|---|------------------|-------------------|-----------------|
| 10/12                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 49,275.75   | 27,284.04        | 3,018.00          |                 |
| 10/12                     | Vantage Energy Consulting LLP                 | (113,571.78)  |                  |                   |                 |
| 10/12                     | Insurance Write Off                           | 10.06   | 10.06            |                   |                 |
| <b>Total October 2012</b> |   | <b>(437,878.74)</b>                                       | <b>87,294.41</b> | <b>158,504.29</b> | <b>1,155.00</b> |
| 11/12                     | American Management Consulting LLC            | 5,668.98  | 5,668.98         |                   |                 |
| 11/12                     | Burns and McDonnell Engineering Co., Inc.     | 25,886.38   |                  |                   |                 |
| 11/12                     | Burns and McDonnell Engineering Co., Inc.     | 15,524.40   |                  |                   |                 |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                                    | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | <u>A/C 923.100</u> | <u>A/C 923.101</u> | <u>A/C 923.102</u> |
|--------------|---|---|--------------------|--------------------|--------------------|
| 11/12        | Burns and McDonnell Engineering Co., Inc. | 13,035.26   |                    |                    |                    |
| 11/12        | Burns and McDonnell Engineering Co., Inc. | 2,290.18  |                    |                    |                    |
| 11/12        | Burns and McDonnell Engineering Co., Inc. | 26,939.86   | 26,939.86          |                    |                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                         | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|--------------------------------|---|-------------|-------------|-------------|
| 11/12        | Dinsmore & Shohl LLP           | 41,770.04   | 41,770.04   |             |             |
| 11/12        | DB Consulting LLC              | 2,737.78  |             |             |             |
| 11/12        | Doe Anderson                   | (125.00)  | (125.00)    |             |             |
| 11/12        | GDS Associates Inc.            | 510.00  |             | 510.00      |             |
| 11/12        | Hogan & Lovells LLP            | 3,511.20  |             |             |             |
| 11/12        | KPMG LLP                       | 1,889.00  | 1,889.00    |             |             |
| 11/12        | KPMG LLP                       | 28,750.00   | 28,750.00   |             |             |
| 11/12        | McBrayer, McGinnis, Leslie     | 1,119.00  | 1,119.00    |             |             |
| 11/12        | Mercer Inc/Wm. M.              | 45,792.00   | 45,792.00   |             |             |
| 11/12        | Orrick, Herrington & Sutcliffe | (3,129.27)  | (3,129.27)  |             |             |
| 11/12        | Orrick, Herrington & Sutcliffe | 2,003.55  | 2,003.55    |             |             |
| 11/12        | Orrick, Herrington & Sutcliffe | 1,008.27  | 1,008.27    |             |             |
| 11/12        | Orrick, Herrington & Sutcliffe | 449.13  | 449.13      |             |             |
| 11/12        | Southwest Power Pool           | (2,040.72)  |             | (2,040.72)  |             |

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked               | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100       | A/C 923.101     | A/C 923.102 |
|----------------------------|---|---|-------------------|-----------------|-------------|
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (88.80)   | (1,016.58)        |                 |             |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 5,280.00  | 5,280.00          |                 |             |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (8,272.00)  | (8,272.00)        |                 |             |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (15.74)   | (895.74)          |                 |             |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (2,236.72)  | (2,259.22)        |                 |             |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 39,912.65   | 29,204.57         | 722.00          |             |
| 11/12                      | Ziemer, Stayman, Weitzel                      | 1,652.00  | 1,652.00          |                 |             |
| 11/12                      | Insurance Write Off                           | 10.06   | 10.06             |                 |             |
| <b>Total November 2012</b> |   | <b>249,831.49</b>   | <b>175,838.65</b> | <b>(808.72)</b> | <b>0.00</b> |
| 12/12                      | American Management Consulting LLC            | 13,629.37   | 13,268.83         |                 |             |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     | 0.00  | (26,939.86)       |                 |             |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     | 1,605.55  |                   |                 |             |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     | 302.43  |                   |                 |             |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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**(Gross of City Share)**

| Month Booked | Vendor                                    | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|---|---|-------------|-------------|-------------|
| 12/12        | Burns and McDonnell Engineering Co., Inc. | 580.00  |             |             |             |
| 12/12        | DB Consulting LLC                         | 1,187.40  |             |             |             |
| 12/12        | Dinsmore & Shohl LLP                      | 500.00  | 500.00      |             |             |
| 12/12        | Dinsmore & Shohl LLP                      | 6,043.50  | 6,043.50    |             |             |
| 12/12        | Doe Anderson                              | 125.00  | 125.00      |             |             |
| 12/12        | Duke Energy Ohio Inc.                     | 8,236.20  |             |             |             |
| 12/12        | Duke Energy Ohio Inc.                     | 6,602.79  |             |             |             |
| 12/12        | Hogan & Lovells LLP                       | 154.00  |             | 154.00      |             |
| 12/12        | Kentucky State Treasurer                  | 1,737.92  |             | 1,737.92    |             |
| 12/12        | McBrayer, McGinnis, Leslie                | 1,127.72  | 1,127.72    |             |             |
| 12/12        | McBrayer, McGinnis, Leslie                | 1,197.37  | 1,197.37    |             |             |
| 12/12        | Mercer Inc/Wm. M.                         | 27,409.00   | 27,409.00   |             |             |
| 12/12        | Orrick, Herrington & Sutcliffe            | 1,347.26  | 1,347.26    |             |             |
| 12/12        | Orrick, Herrington & Sutcliffe            | 10,087.36   | 10,087.36   |             |             |
| 12/12        | Prime Group LLC/The                       | 1,046.38  |             |             |             |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked               | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100      | A/C 923.101     | A/C 923.102      |
|----------------------------|---|---|------------------|-----------------|------------------|
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00  | (9,208.00)       |                 |                  |
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 36,866.43   | 24,312.30        | 532.00          |                  |
| 12/12                      | Towers Watson Delaware Inc.                   | 600.00  | 600.00           |                 |                  |
| 12/12                      | TSE Services, Inc.                            | 24,414.00   |                  |                 | 24,414.00        |
| 12/12                      | Ziemer, Stayman, Weitzel                      | 3,585.75  | 3,585.75         |                 |                  |
| 12/12                      | Ziemer, Stayman, Weitzel                      | 2,574.11  | 2,574.11         |                 |                  |
| 12/12                      | Insurance Write Off                           | 10.06   | 10.06            |                 |                  |
| <b>Total December 2012</b> |   | <b>150,969.60</b>   | <b>56,040.40</b> | <b>2,423.92</b> | <b>24,414.00</b> |
| 01/13                      | Catalyst Consulting LLc                       | 262.50  |                  |                 |                  |
| 01/13                      | Catalyst Consulting LLc                       | 262.50  |                  |                 |                  |
| 01/13                      | Fidelity Institutional Operations Co., Inc.   | 3,750.00  | 3,750.00         |                 |                  |

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**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month | Vendor                         | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|-------|--------------------------------|---|-------------|-------------|-------------|
| 01/13 | KAEC                           | 15,000.00   | 15,000.00   |             |             |
| 01/13 | KPMG LLP                       | 28,750.00   | 28,750.00   |             |             |
| 01/13 | Mercer Inc/Wm. M.              | 18,405.00   | 18,405.00   |             |             |
| 01/13 | Navigant Consulting, Inc.      | 20,000.00   | 20,000.00   |             |             |
| 01/13 | Orrick, Herrington & Sutcliffe | 1,321.25  | 1,321.25    |             |             |
| 01/13 | Orrick, Herrington & Sutcliffe | 960.15  | 960.15      |             |             |
| 01/13 | Orrick, Herrington & Sutcliffe | 17,131.23   | 17,131.23   |             |             |
| 01/13 | Orrick, Herrington & Sutcliffe | 2,369.85  | 2,369.85    |             |             |
| 01/13 | Orrick, Herrington & Sutcliffe | 795.04  | 795.04      |             |             |
| 01/13 | Orrick, Herrington & Sutcliffe | 664.74  | 664.74      |             |             |

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked              | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100       | A/C 923.101   | A/C 923.102 |
|---------------------------|---|---|-------------------|---------------|-------------|
| 01/13                     | Orrick, Herrington & Sutcliffe                | 4,811.39<br>0.00  |                   |               |             |
| 01/13                     | Prime Group LLC/The                           | 3,758.55  |                   |               |             |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 44,243.28   | 17,969.78         | 858.00        |             |
| 01/13                     | Ziemer, Stayman, Weitzel                      | 2,717.25  | 2,717.25          |               |             |
| 01/13                     | Insurance Write Off                           | 9.92  | 9.92              |               |             |
| <b>Total January 2013</b> |   | <b>165,212.65</b>   | <b>129,844.21</b> | <b>858.00</b> | <b>0.00</b> |

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**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|---|---|-------------|-------------|-------------|
| 02/13        | American Management Consulting LLC            | 12,619.64   | 12,509.60   | 110.04      |             |
| 02/13        | American Management Consulting LLC            | 5,671.46  | 5,671.46    |             |             |
| 02/13        | Felicia T. Burda                              | 3,490.83  | 3,490.83    |             |             |
| 02/13        | Dinsmore & Shohl LLP                          | 525.32  | 525.32      |             |             |
| 02/13        | Doe Anderson                                  | 6,127.50  | 6,127.50    |             |             |
| 02/13        | Duke Energy Ohio Inc.                         | 6,895.95  |             |             |             |
| 02/13        | GDS Associates Inc.                           | 1,530.00  |             | 1,530.00    |             |
| 02/13        | Hogan & Lovells LLP                           | 5,946.87  |             | 4,337.57    |             |
| 02/13        | KPMG LLP                                      | 1,326.00  | 1,326.00    |             |             |
| 02/13        | McBrayer, McGinnis, Leslie                    | 1,119.50  | 1,119.50    |             |             |
| 02/13        | Mercer Inc/Wm. M.                             | 20,163.00   | 20,163.00   |             |             |
| 02/13        | Mercer Inc/Wm. M.                             | 14,892.00   | 14,892.00   |             |             |
| 02/13        | Prime Group LLC/The                           | 5,575.48  |             |             |             |
| 02/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 44,190.68   | 29,589.68   |             |             |

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| Month Booked               | Vendor                                 | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100      | A/C 923.101     | A/C 923.102 |
|----------------------------|--|---|------------------|-----------------|-------------|
| 02/13                      | Insurance Write Off                    | 10.40   | 10.40            |                 |             |
| <b>Total February 2013</b> |  | <b>130,084.63</b>   | <b>95,425.29</b> | <b>5,977.61</b> | <b>0.00</b> |
| 03/13                      | American Management Consulting LLC     | 5,671.19  | 5,671.19         |                 |             |
| 03/13                      | Bass, Berry, Simms PLC                 | 28,863.50   | 28,863.50        |                 |             |
| 03/13                      | Burns & McDonnell Engineering Co. Inc. | (580.00)  |                  |                 |             |
| 03/13                      | Cardwell Energy Associates Inc.        | 1,500.00  |                  |                 |             |
| 03/13                      | Catalyst Consulting LLc                | 2,975.00  | 2,975.00         |                 |             |
| 03/13                      | GDS Associates Inc.                    | 19,452.56   |                  | 19,452.56       |             |
| 03/13                      | GDS Associates Inc.                    | 2,720.00  |                  | 2,720.00        |             |
| 03/13                      | Hogan & Lovells LLP                    | 505.00  | 505.00           |                 |             |

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| Month Booked | Vendor                         | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|--------------------------------|---|-------------|-------------|-------------|
| 03/13        | KPMG LLP                       | 15,000.00   | 15,000.00   |             |             |
| 03/13        | McBrayer, McGinnis, Leslie     | 1,119.50  | 1,119.50    |             |             |
| 03/13        | McBrayer, McGinnis, Leslie     | 1,119.50  | 1,119.50    |             |             |
| 03/13        | Mercer Inc/Wm. M.              | 2,977.00  | 2,977.00    |             |             |
| 03/13        | Mercer Inc/Wm. M.              | 3,596.00  | 3,596.00    |             |             |
| 03/13        | Orrick, Herrington & Sutcliffe | 4,651.36  | 4,651.36    |             |             |
| 03/13        | Orrick, Herrington & Sutcliffe | 14,374.73   | 14,374.73   |             |             |
| 03/13        | Orrick, Herrington & Sutcliffe | 5,660.08  | 5,660.08    |             |             |
| 03/13        | Orrick, Herrington & Sutcliffe | 47,165.29   | 47,165.29   |             |             |
| 03/13        | Orrick, Herrington & Sutcliffe | 460.19  | 460.19      |             |             |
| 03/13        | Orrick, Herrington & Sutcliffe | 554.15  | 554.15      |             |             |
| 03/13        | Shipman and Goodwin            | 1,552.50  | 1,552.50    |             |             |

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**(Gross of City Share)**

| Month Booked            | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100       | A/C 923.101      | A/C 923.102 |
|-------------------------|---|---|-------------------|------------------|-------------|
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 82,991.10   | 64,764.60         | 132.00           |             |
| 03/13                   | Towers Watson Delaware Inc                    | 450.00  | 450.00            |                  |             |
| 03/13                   | Ziemer, Stayman, Weitzel                      | 2,948.75  | 2,948.75          |                  |             |
| 03/13                   | Insurance Write Off                           | 9.98  | 9.98              |                  |             |
| <b>Total March 2013</b> |   | <b>245,737.38</b>   | <b>204,418.32</b> | <b>22,304.56</b> | <b>0.00</b> |

|       |   |           |           |           |  |
|-------|---|-----------|-----------|-----------|--|
| 04/13 | American Management Consulting LLC          | 5,666.72  | 5,666.72  |           |  |
| 04/13 | Burns & McDonnell Engineering Co. Inc.      | 29,343.03 | 29,343.03 |           |  |
| 04/13 | Dinsmore & Shohl LLP                        | 2,751.02  |           |           |  |
| 04/13 | Fidelity Institutional Operations Co., Inc. | 3,750.00  | 3,750.00  |           |  |
| 04/13 | GDS Associates Inc.                         | 24,778.75 |           | 24,778.75 |  |

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**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|---|---|-------------|-------------|-------------|
| 04/13        | KPMG LLP                                      | 49,604.00   | 49,604.00   |             |             |
| 04/13        | Mercer Inc/Wm. M.                             | 10,280.00   | 10,280.00   |             |             |
| 04/13        | Orrick, Herrington & Sutcliffe                | 276.11  | 276.11      |             |             |
| 04/13        | Orrick, Herrington & Sutcliffe                | 24,544.90   | 24,544.90   |             |             |
| 04/13        | Orrick, Herrington & Sutcliffe                | 1,174.14  | 1,174.14    |             |             |
| 04/13        | Orrick, Herrington & Sutcliffe                | 18,358.49   |             |             |             |
| 04/13        | Orrick, Herrington & Sutcliffe                | 1,220.54  |             |             |             |
| 04/13        | Prime Group LLC/The                           | 3,784.83  |             |             |             |
| 04/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 82,999.14   | 57,726.77   |             |             |
| 04/13        | TSE Services                                  | 24,414.00   |             |             | 24,414.00   |

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**(Gross of City Share)**

| Month Booked            | Vendor                             | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100       | A/C 923.101      | A/C 923.102      |
|-------------------------|------------------------------------|---|-------------------|------------------|------------------|
| 04/13                   | Ziemer, Stayman, Weitzel           | 1,186.00  | 1,186.00          |                  |                  |
| 04/13                   | Ziemer, Stayman, Weitzel           | 2,310.00  | 2,310.00          |                  |                  |
| 04/13                   | Insurance Write Off                | 9.98  | 9.98              |                  |                  |
| <b>Total April 2013</b> |                                    | <b>286,451.65</b>   | <b>185,871.65</b> | <b>24,778.75</b> | <b>24,414.00</b> |
| 05/13                   | American Management Consulting LLC | 0.00  | (11,372.37)       |                  |                  |
| 05/13                   | American Management Consulting LLC | 0.00  | (5,671.46)        |                  |                  |
| 05/13                   | American Management Consulting LLC | 0.00  | (4,678.73)        |                  |                  |
| 05/13                   | American Management Consulting LLC | 0.00  | (5,526.72)        |                  |                  |
| 05/13                   | American Management Consulting LLC | 5,611.87  |                   |                  |                  |
| 05/13                   | Cardwell Energy Associates Inc.    | 2,158.67  | 2,158.67          |                  |                  |
| 05/13                   | Doe Anderson                       | 262.50  | 262.50            |                  |                  |
| 05/13                   | Duke Energy Ohio Inc.              | 6,743.75  |                   |                  |                  |
| 05/13                   | GDS Associates Inc.                | 8,252.48  |                   | 8,252.48         |                  |
| 05/13                   | KPMG LLP                           | 10,000.00   | 10,000.00         |                  |                  |
| 05/13                   | Latham and Watkins LLP             | 3,013.08  | 3,013.08          |                  |                  |

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**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                         | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|--------------------------------|---|-------------|-------------|-------------|
| 05/13        | Latham and Watkins LLP         | 10,708.50   | 10,708.50   |             |             |
| 05/13        | Latham and Watkins LLP         | 2,617.49  | 2,617.49    |             |             |
| 05/13        | Latham and Watkins LLP         | 10,120.00   | 10,120.00   |             |             |
| 05/13        | Latham and Watkins LLP         | 2,910.75  | 2,910.75    |             |             |
| 05/13        | Latham and Watkins LLP         | 741.00  | 741.00      |             |             |
| 05/13        | Latham and Watkins LLP         | 10,652.45   | 10,652.45   |             |             |
| 05/13        | McBrayer, McGinnis, Leslie     | 1,137.05  | 1,137.05    |             |             |
| 05/13        | Mercer Inc/Wm. M.              | 12,670.00   | 12,670.00   |             |             |
| 05/13        | Orrick, Herrington & Sutcliffe | 0.00  | (14,374.73) |             |             |
| 05/13        | Orrick, Herrington & Sutcliffe | 1,715.65  | 1,715.65    |             |             |
| 05/13        | Orrick, Herrington & Sutcliffe | 372.82  | 372.82      |             |             |
| 05/13        | Orrick, Herrington & Sutcliffe | 9,932.42  | 9,932.42    |             |             |

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**(Gross of City Share)**

| Month Booked | Vendor                         | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100 | A/C 923.101 | A/C 923.102 |
|--------------|--------------------------------|---|-------------|-------------|-------------|
| 05/13        | Orrick, Herrington & Sutcliffe | 4,077.40  | 4,077.40    |             |             |
| 05/13        | Orrick, Herrington & Sutcliffe | 38.89   | 38.89       |             |             |
| 05/13        | Orrick, Herrington & Sutcliffe | 184.08  | 184.08      |             |             |
| 05/13        | Orrick, Herrington & Sutcliffe | 5,086.12  |             | 5,086.12    |             |
| 05/13        | Orrick, Herrington & Sutcliffe | 35,864.17   |             | 35,864.17   |             |
| 05/13        | Orrick, Herrington & Sutcliffe | 1,730.68  |             |             |             |
| 05/13        | Orrick, Herrington & Sutcliffe | 3,391.05  |             |             |             |
| 05/13        | Prime Group LLC/The            | 4,567.14  |             |             |             |
| 05/13        | Prime Group LLC/The            | 4,027.58  |             |             |             |

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**(Gross of City Share)**

| Month Booked  | Vendor  | Total Prof Svcs<br>booked to I/S<br>(Gross of City Share) | A/C 923.100         | A/C 923.101       | A/C 923.102      |
|---|---|---|---------------------|-------------------|------------------|
| 05/13   | Shipman and Goodwin                           | 0.00  | (1,552.50)          |                   |                  |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 54,631.87   | 16,246.93           | 13,250.44         |                  |
| 05/13   | Insurance Write Off                           | 9.98  | 9.98                |                   |                  |
| <b>Total May 2013</b>                               |   | <b>213,229.44</b>   | <b>56,393.15</b>    | <b>62,453.21</b>  | <b>0.00</b>      |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | <b>2,346,477.54</b>                                       | <b>1,516,799.84</b> | <b>319,973.89</b> | <b>98,811.00</b> |

**Big Rivers Electric Corporation**  
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| Month Booked | Vendor                                    | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|---|--------------------|--------------------|--------------------|--------------------|
| 06/12        | ACES Power Marketing LLC                  |                    |                    |                    |                    |
| 06/12        | American Management Consulting LLC        |                    |                    |                    |                    |
| 06/12        | American Management Consulting LLC        |                    |                    |                    |                    |
| 06/12        | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    | 917.75             |
| 06/12        | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    | 10,093.20          |
| 06/12        | Catalyst Consulting LLC                   |                    |                    |                    |                    |
| 06/12        | Catalyst Consulting LLC                   |                    |                    |                    | 1,423.33           |
| 06/12        | Catalyst Consulting LLC                   |                    |                    |                    |                    |
| 06/12        | DB Consulting LLC                         |                    | 1,905.95           |                    |                    |
| 06/12        | GDS Associates Inc.                       |                    |                    |                    |                    |
| 06/12        | Hogan & Lovells LLP                       |                    |                    |                    | 1,828.75           |
| 06/12        | Integrity Development Consultants Inc.    | 694.13             |                    |                    |                    |
| 06/12        | McBrayer, McGinnis, Leslie                |                    |                    |                    |                    |
| 06/12        | Mercer Inc/Wm. M.                         |                    |                    |                    |                    |
| 06/12        | Navigant Consulting, Inc.                 |                    |                    |                    |                    |
| 06/12        | Orrick, Herrington & Sutcliffe            |                    |                    |                    |                    |

**Case No. 2013-00199**

**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked           | Vendor  | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|------------------------|---|--------------------|--------------------|--------------------|--------------------|
| 06/12                  | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 06/12                  | Prime Group LLC/The                           |                    |                    |                    | 1,575.00           |
| 06/12                  | Sargent and Lundy LLC                         |                    |                    |                    |                    |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 22,742.00          |                    |                    | 6,914.00           |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    | 748.00             |                    |                    |
| 06/12                  | TSE Services, Inc.                            |                    |                    |                    |                    |
| 06/12                  | Vantage Energy Consulting LLP                 |                    |                    |                    |                    |
| 06/12                  | Vantage Energy Consulting LLP                 |                    |                    |                    |                    |
| 06/12                  | Ziemer, Stayman, Weitzel                      |                    |                    |                    |                    |
| 06/12                  | Insurance Write Off                           |                    |                    |                    |                    |
| <b>Total June 2012</b> |   | <b>23,436.13</b>   | <b>2,653.95</b>    | <b>0.00</b>        | <b>22,752.03</b>   |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                                      | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|---|--------------------|--------------------|--------------------|--------------------|
| 07/12        | ACES Power Marketing LLC                    |                    |                    |                    |                    |
| 07/12        | American Management Consulting LLC          |                    |                    |                    | 9,979.25           |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   |                    |                    |                    |                    |
| 07/12        | Catalyst Consulting LLC                     |                    |                    |                    | 525.00             |
| 07/12        | Catalyst Consulting LLC                     |                    |                    |                    |                    |
| 07/12        | Catalyst Consulting LLC                     |                    |                    |                    |                    |
| 07/12        | Catalyst Consulting LLC                     | 175.00             |                    |                    |                    |
| 07/12        | DB Consulting LLC                           |                    | 1,725.83           |                    |                    |
| 07/12        | DLA Piper LLP                               |                    |                    |                    |                    |
| 07/12        | Duke Energy Ohio Inc.                       |                    | 5,996.65           |                    |                    |
| 07/12        | Fidelity Institutional Operations Co., Inc. |                    |                    |                    |                    |
| 07/12        | GDS Associates Inc.                         |                    |                    |                    |                    |
| 07/12        | Hogan & Lovells LLP                         |                    |                    |                    | 9,137.37           |
| 07/12        | Integrity Development Consultants Inc.      | 480.00             |                    |                    |                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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**(Gross of City Share)**

| Month Booked | Vendor                                 | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|--|--------------------|--------------------|--------------------|--------------------|
| 07/12        | Integrity Development Consultants Inc. | 2,695.86           |                    |                    |                    |
| 07/12        | McBrayer, McGinnis, Leslie             |                    |                    |                    |                    |
| 07/12        | Mercer Inc/Wm. M.                      |                    |                    |                    |                    |
| 07/12        | Myriad CPA Group                       |                    |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked           | Vendor  | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|------------------------|---|--------------------|--------------------|--------------------|--------------------|
| 07/12                  | Sargent and Lundy LLC                         |                    |                    |                    |                    |
| 07/12                  | Siemens Industry Inc.                         |                    |                    |                    |                    |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |                    |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (10,763.00)        |                    |                    |                    |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 14,827.00          |                    | 68.00              | 2,684.00           |
| 07/12                  | Ziemer, Stayman, Weitzel                      |                    |                    |                    |                    |
| 07/12                  | Insurance Write Off                           |                    |                    |                    |                    |
| <b>Total July 2012</b> |   | <b>7,414.86</b>    | <b>7,722.48</b>    | <b>68.00</b>       | <b>22,325.62</b>   |

08/12 ACES Power Marketing LLC  
08/12 ACES Power Marketing LLC

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                                    | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|---|--------------------|--------------------|--------------------|--------------------|
| 08/12        | American Management Consulting LLC        |                    |                    |                    |                    |
| 08/12        | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    | 1,031.70           |
| 08/12        | Catalyst Consulting LLC                   |                    |                    |                    |                    |
| 08/12        | Catalyst Consulting LLC                   |                    |                    |                    | 1,925.00           |
| 08/12        | DB Consulting LLC                         |                    | 1,671.63           |                    |                    |
| 08/12        | DB Consulting LLC                         |                    | 2,590.58           |                    |                    |
| 08/12        | Doe Anderson                              |                    |                    |                    |                    |
| 08/12        | GDS Associates Inc.                       |                    |                    |                    |                    |
| 08/12        | Hogan & Lovells LLP                       |                    |                    |                    | 4,499.20           |
| 08/12        | Integrity Development Consultants Inc.    | 496.00             |                    |                    |                    |
| 08/12        | Itron Inc.                                |                    |                    |                    |                    |
| 08/12        | Kentucky State Treasurer                  |                    |                    |                    |                    |
| 08/12        | KPMG LLP                                  |                    |                    |                    |                    |
| 08/12        | KPMG LLP                                  |                    |                    |                    |                    |
| 08/12        | KPMG LLP                                  |                    |                    |                    |                    |
| 08/12        | McBrayer, McGinnis, Leslie                |                    |                    |                    |                    |



**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month | Vendor                         | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|-------|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| 08/12 | McBrayer, McGinnis, Leslie     |                    |                    |                    |                    |
| 08/12 | Mercer Inc/Wm. M.              |                    |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 08/12 | Sargent and Lundy LLC          |                    |                    |                    |                    |
| 08/12 | Sargent and Lundy LLC          |                    |                    |                    |                    |
| 08/12 | Siemens Industry Inc.          |                    |                    |                    |                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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| Month Booked             | Vendor  | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------------------|---|--------------------|--------------------|--------------------|--------------------|
| 08/12                    | Siemens Industry Inc.                         |                    |                    |                    |                    |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |                    |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 30,073.90          | 1,364.00           |                    | 12,072.00          |
| 08/12                    | Vantage Energy Consulting LLP                 |                    |                    |                    |                    |
| 08/12                    | Vantage Energy Consulting LLP                 |                    |                    |                    |                    |
| 08/12                    | Ziemer, Stayman, Weitzel                      |                    |                    |                    |                    |
| 08/12                    | Insurance Write Off                           |                    |                    |                    |                    |
| <b>Total August 2012</b> |   | <b>30,569.90</b>   | <b>5,626.21</b>    | <b>0.00</b>        | <b>19,527.90</b>   |
| 09/12                    | American Management Consulting LLC            |                    |                    |                    |                    |
| 09/12                    | Burns and McDonnell Engineering Co., Inc.     |                    |                    |                    | 2,351.35           |

**Big Rivers Electric Corporation**  
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| Month Booked | Vendor                                 | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|--|--------------------|--------------------|--------------------|--------------------|
| 09/12        | Cardwell Energy Associates Inc.        |                    |                    | 1,000.00           |                    |
| 09/12        | Catalyst Consulting LLC                |                    |                    |                    | 10,739.59          |
| 09/12        | Doe Anderson                           |                    |                    |                    |                    |
| 09/12        | Hogan & Lovells LLP                    |                    |                    |                    | 3,438.05           |
| 09/12        | Hunton & Williams LLP                  |                    |                    |                    |                    |
| 09/12        | Integrity Development Consultants Inc. | 1,528.50           |                    |                    |                    |
| 09/12        | McBrayer, McGinnis, Leslie             |                    |                    |                    |                    |
| 09/12        | Mercer Inc/Wm. M.                      |                    |                    |                    |                    |
| 09/12        | Myriad CPA Group                       |                    |                    |                    |                    |
| 09/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |
| 09/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |
| 09/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |                    |

**Big Rivers Electric Corporation**  
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| Month Booked                | Vendor  | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|-----------------------------|---|--------------------|--------------------|--------------------|--------------------|
| 09/12                       | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 09/12                       | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    | 374.00             |                    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    | 187.00             |                    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    | 1,615.00           |                    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    | 476.00             |                    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 27,006.78          | 843.73             | 1,338.00           | 34,165.39          |
| 09/12                       | TSE Services, Inc.                            |                    |                    |                    |                    |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                    |                    |                    |                    |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                    |                    |                    |                    |
| 09/12                       | Insurance Write Off                           |                    |                    |                    |                    |
| <b>Total September 2012</b> |   | <b>28,535.28</b>   | <b>843.73</b>      | <b>4,990.00</b>    | <b>50,694.38</b>   |

**Big Rivers Electric Corporation**  
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| Month Booked | Vendor                                      | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|---|--------------------|--------------------|--------------------|--------------------|
| 10/12        | ACES Power Marketing LLC                    |                    |                    |                    |                    |
| 10/12        | American Management Consulting LLC          |                    |                    |                    |                    |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   |                    |                    |                    | 10,060.96          |
| 10/12        | Catalyst Consulting LLC                     |                    |                    |                    |                    |
| 10/12        | Catalyst Consulting LLC                     |                    |                    |                    |                    |
| 10/12        | DB Consulting LLC                           |                    | 1,711.09           |                    |                    |
| 10/12        | Doe Anderson                                |                    |                    |                    |                    |
| 10/12        | Doe Anderson                                |                    |                    |                    |                    |
| 10/12        | Fidelity Institutional Operations Co., Inc. |                    |                    |                    |                    |
| 10/12        | GDS Associates Inc.                         |                    |                    |                    |                    |
| 10/12        | Hogan & Lovells LLP                         |                    |                    |                    |                    |
| 10/12        | Hogan & Lovells LLP                         |                    |                    |                    |                    |
| 10/12        | Hogan & Lovells LLP                         |                    |                    |                    |                    |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                         | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| 10/12        | Hogan & Lovells LLP            |                    |                    |                    |                    |
| 10/12        | Hogan & Lovells LLP            |                    |                    |                    | 1,975.05           |
| 10/12        | Hunton & Williams LLP          |                    |                    |                    |                    |
| 10/12        | Itron Inc.                     |                    |                    |                    |                    |
| 10/12        | Kentucky State Treasurer       |                    |                    |                    |                    |
| 10/12        | L. Robert Kimball              | 14,545.00          |                    |                    |                    |
| 10/12        | L. Robert Kimball              | 13,554.00          |                    |                    |                    |
| 10/12        | L. Robert Kimball              | 11,673.00          |                    |                    |                    |
| 10/12        | L. Robert Kimball              | 10,620.00          |                    |                    |                    |
| 10/12        | McBrayer, McGinnis, Leslie     |                    |                    |                    |                    |
| 10/12        | Mercer Inc/Wm. M.              |                    |                    |                    |                    |
| 10/12        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |

**Big Rivers Electric Corporation**  
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| Month Booked | Vendor  | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|---|--------------------|--------------------|--------------------|--------------------|
| 10/12        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 10/12        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 10/12        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 10/12        | Power Cost Inc./PCI                           |                    |                    |                    |                    |
| 10/12        | Prime Group LLC/The                           |                    |                    |                    |                    |
| 10/12        | Sargent and Lundy LLC                         |                    |                    |                    |                    |
| 10/12        | Siemens Industry Inc.                         |                    |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    | (85.00)            |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 48.72              | (7.73)             |                    | (576.89)           |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked              | Vendor  | A/C 923.103      | A/C 923.104     | A/C 928.100   | A/C 928.225      |
|---------------------------|---|------------------|-----------------|---------------|------------------|
| 10/12                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 16,804.71        |                 | 204.00        | 1,965.00         |
| 10/12                     | Vantage Energy Consulting LLP                 |                  |                 |               |                  |
| 10/12                     | Insurance Write Off                           |                  |                 |               |                  |
| <b>Total October 2012</b> |   | <b>67,245.43</b> | <b>1,703.36</b> | <b>119.00</b> | <b>13,424.12</b> |
| 11/12                     | American Management Consulting LLC            |                  |                 |               |                  |
| 11/12                     | Burns and McDonnell Engineering Co., Inc.     | 25,886.38        |                 |               |                  |
| 11/12                     | Burns and McDonnell Engineering Co., Inc.     |                  | 15,524.40       |               |                  |



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| Month Booked | Vendor                                    | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|---|--------------------|--------------------|--------------------|--------------------|
| 11/12        | Burns and McDonnell Engineering Co., Inc. | 13,035.26          |                    |                    |                    |
| 11/12        | Burns and McDonnell Engineering Co., Inc. |                    | 2,290.18           |                    |                    |
| 11/12        | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    |                    |

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**(Gross of City Share)**

| Month | Vendor                         | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|-------|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| 11/12 | Dinsmore & Shohl LLP           |                    |                    |                    |                    |
| 11/12 | DB Consulting LLC              |                    | 2,737.78           |                    |                    |
| 11/12 | Doe Anderson                   |                    |                    |                    |                    |
| 11/12 | GDS Associates Inc.            |                    |                    |                    |                    |
| 11/12 | Hogan & Lovells LLP            |                    |                    |                    | 3,511.20           |
| 11/12 | KPMG LLP                       |                    |                    |                    |                    |
| 11/12 | KPMG LLP                       |                    |                    |                    |                    |
| 11/12 | McBrayer, McGinnis, Leslie     |                    |                    |                    |                    |
| 11/12 | Mercer Inc/Wm. M.              |                    |                    |                    |                    |
| 11/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 11/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 11/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 11/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 11/12 | Southwest Power Pool           |                    |                    |                    |                    |

**Big Rivers Electric Corporation**  
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| Month Booked               | Vendor  | A/C 923.103      | A/C 923.104     | A/C 928.100     | A/C 928.225     |
|----------------------------|---|------------------|-----------------|-----------------|-----------------|
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 343.16           | 7.73            |                 | 576.89          |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                 |                 |                 |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                 |                 |                 |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                 |                 |                 |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 22.50            |                 |                 |                 |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 8,242.08         | 44.00           | 1,700.00        |                 |
| 11/12                      | Ziemer, Stayman, Weitzel                      |                  |                 |                 |                 |
| 11/12                      | Insurance Write Off                           |                  |                 |                 |                 |
| <b>Total November 2012</b> |   | <b>65,343.96</b> | <b>2,789.51</b> | <b>1,700.00</b> | <b>4,088.09</b> |
| 12/12                      | American Management Consulting LLC            | 360.54           |                 |                 |                 |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     | 26,939.86        |                 |                 |                 |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     | 1,605.55         |                 |                 |                 |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     |                  |                 |                 | 302.43          |

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| Month Booked | Vendor                                    | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|---|--------------------|--------------------|--------------------|--------------------|
| 12/12        | Burns and McDonnell Engineering Co., Inc. | 580.00             |                    |                    |                    |
| 12/12        | DB Consulting LLC                         |                    | 1,187.40           |                    |                    |
| 12/12        | Dinsmore & Shohl LLP                      |                    |                    |                    |                    |
| 12/12        | Dinsmore & Shohl LLP                      |                    |                    |                    |                    |
| 12/12        | Doe Anderson                              |                    |                    |                    |                    |
| 12/12        | Duke Energy Ohio Inc.                     |                    | 8,236.20           |                    |                    |
| 12/12        | Duke Energy Ohio Inc.                     |                    | 6,602.79           |                    |                    |
| 12/12        | Hogan & Lovells LLP                       |                    |                    |                    |                    |
| 12/12        | Kentucky State Treasurer                  |                    |                    |                    |                    |
| 12/12        | McBrayer, McGinnis, Leslie                |                    |                    |                    |                    |
| 12/12        | McBrayer, McGinnis, Leslie                |                    |                    |                    |                    |
| 12/12        | Mercer Inc/Wm. M.                         |                    |                    |                    |                    |
| 12/12        | Orrick, Herrington & Sutcliffe            |                    |                    |                    |                    |
| 12/12        | Orrick, Herrington & Sutcliffe            |                    |                    |                    |                    |
| 12/12        | Prime Group LLC/The                       |                    | 1,046.38           |                    |                    |

**Big Rivers Electric Corporation**  
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| Month                      | Vendor  | A/C 923.103      | A/C 923.104      | A/C 928.100   | A/C 928.225   |
|----------------------------|---|------------------|------------------|---------------|---------------|
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 9,208.00         |                  |               |               |
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 11,070.13        |                  | 952.00        |               |
| 12/12                      | Towers Watson Delaware Inc.                   |                  |                  |               |               |
| 12/12                      | TSE Services, Inc.                            |                  |                  |               |               |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                  |                  |               |               |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                  |                  |               |               |
| 12/12                      | Insurance Write Off                           |                  |                  |               |               |
| <b>Total December 2012</b> |   | <b>49,764.08</b> | <b>17,072.77</b> | <b>952.00</b> | <b>302.43</b> |

|       |   |  |  |  |        |
|-------|---|--|--|--|--------|
| 01/13 | Catalyst Consulting LLc                     |  |  |  |        |
| 01/13 | Catalyst Consulting LLc                     |  |  |  | 262.50 |
| 01/13 | Fidelity Institutional Operations Co., Inc. |  |  |  |        |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month | Vendor                         | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|-------|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| 01/13 | KAEC                           |                    |                    |                    |                    |
| 01/13 | KPMG LLP                       |                    |                    |                    |                    |
| 01/13 | Mercer Inc/Wm. M.              |                    |                    |                    |                    |
| 01/13 | Navigant Consulting, Inc.      |                    |                    |                    |                    |
| 01/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 01/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 01/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 01/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 01/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 01/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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**(Gross of City Share)**

| Month Booked              | Vendor  | A/C 923.103      | A/C 923.104     | A/C 928.100     | A/C 928.225     |
|---------------------------|---|------------------|-----------------|-----------------|-----------------|
| 01/13                     | Orrick, Herrington & Sutcliffe                | 4,811.39         |                 |                 |                 |
| 01/13                     | Prime Group LLC/The                           |                  | 3,758.55        |                 |                 |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 22,524.50        |                 | 1,275.00        | 812.00          |
| 01/13                     | Ziemer, Stayman, Weitzel                      |                  |                 |                 |                 |
| 01/13                     | Insurance Write Off                           |                  |                 |                 |                 |
| <b>Total January 2013</b> |   | <b>27,335.89</b> | <b>3,758.55</b> | <b>1,275.00</b> | <b>1,074.50</b> |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month<br>Booked | Vendor  | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|-----------------|---|--------------------|--------------------|--------------------|--------------------|
| 02/13           | American Management Consulting LLC            |                    |                    |                    |                    |
| 02/13           | American Management Consulting LLC            |                    |                    |                    |                    |
| 02/13           | Felicia T. Burda                              |                    |                    |                    |                    |
| 02/13           | Dinsmore & Shohl LLP                          |                    |                    |                    |                    |
| 02/13           | Doe Anderson                                  |                    |                    |                    |                    |
| 02/13           | Duke Energy Ohio Inc.                         |                    | 6,895.95           |                    |                    |
| 02/13           | GDS Associates Inc.                           |                    |                    |                    |                    |
| 02/13           | Hogan & Lovells LLP                           |                    |                    |                    | 1,609.30           |
| 02/13           | KPMG LLP                                      |                    |                    |                    |                    |
| 02/13           | McBrayer, McGinnis, Leslie                    |                    |                    |                    |                    |
| 02/13           | Mercer Inc/Wm. M.                             |                    |                    |                    |                    |
| 02/13           | Mercer Inc/Wm. M.                             |                    |                    |                    |                    |
| 02/13           | Prime Group LLC/The                           |                    | 5,575.48           |                    |                    |
| 02/13           | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 13,088.00          |                    |                    | 697.00             |



**Big Rivers Electric Corporation**  
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| Month Booked               | Vendor              | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|----------------------------|---------------------|--------------------|--------------------|--------------------|--------------------|
| 02/13                      | Insurance Write Off |                    |                    |                    |                    |
| <b>Total February 2013</b> |                     | <b>13,088.00</b>   | <b>12,471.43</b>   | <b>0.00</b>        | <b>2,306.30</b>    |

03/13 American Management Consulting LLC  
03/13 Bass, Berry, Simms PLC

03/13 Burns & McDonnell Engineering Co. Inc. (580.00)  
03/13 Cardwell Energy Associates Inc. 1,500.00  
03/13 Catalyst Consulting LLc  
03/13 GDS Associates Inc.

03/13 GDS Associates Inc.  
03/13 Hogan & Lovells LLP

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| Month Booked | Vendor                         | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| 03/13        | KPMG LLP                       |                    |                    |                    |                    |
| 03/13        | McBrayer, McGinnis, Leslie     |                    |                    |                    |                    |
| 03/13        | McBrayer, McGinnis, Leslie     |                    |                    |                    |                    |
| 03/13        | Mercer Inc/Wm. M.              |                    |                    |                    |                    |
| 03/13        | Mercer Inc/Wm. M.              |                    |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 03/13        | Shipman and Goodwin            |                    |                    |                    |                    |

**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked            | Vendor  | A/C 923.103      | A/C 923.104 | A/C 928.100     | A/C 928.225   |
|-------------------------|---|------------------|-------------|-----------------|---------------|
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 15,408.50        |             | 1,615.00        | 391.00        |
| 03/13                   | Towers Watson Delaware Inc                    |                  |             |                 |               |
| 03/13                   | Ziemer, Stayman, Weitzel                      |                  |             |                 |               |
| 03/13                   | Insurance Write Off                           |                  |             |                 |               |
| <b>Total March 2013</b> |   | <b>14,828.50</b> | <b>0.00</b> | <b>3,115.00</b> | <b>391.00</b> |

04/13 American Management Consulting LLC  
04/13 Burns & McDonnell Engineering Co. Inc.

04/13 Dinsmore & Shohl LLP 2,751.02  
04/13 Fidelity Institutional Operations Co., Inc.  
04/13 GDS Associates Inc.

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**(Gross of City Share)**

| Month Booked | Vendor  | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|---|--------------------|--------------------|--------------------|--------------------|
| 04/13        | KPMG LLP                                      |                    |                    |                    |                    |
| 04/13        | Mercer Inc/Wm. M.                             |                    |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |                    |
| 04/13        | Prime Group LLC/The                           |                    | 3,784.83           |                    |                    |
| 04/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 20,282.37          | 674.00             | 2,338.00           |                    |
| 04/13        | TSE Services                                  |                    |                    |                    |                    |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month                   | Vendor                   | A/C 923.103      | A/C 923.104     | A/C 928.100     | A/C 928.225 |
|-------------------------|--------------------------|------------------|-----------------|-----------------|-------------|
| 04/13                   | Ziemer, Stayman, Weitzel |                  |                 |                 |             |
| 04/13                   | Ziemer, Stayman, Weitzel |                  |                 |                 |             |
| 04/13                   | Insurance Write Off      |                  |                 |                 |             |
| <b>Total April 2013</b> |                          | <b>20,282.37</b> | <b>4,458.83</b> | <b>5,089.02</b> | <b>0.00</b> |

|       |                                    |           |          |  |  |
|-------|------------------------------------|-----------|----------|--|--|
| 05/13 | American Management Consulting LLC | 11,372.37 |          |  |  |
| 05/13 | American Management Consulting LLC | 5,671.46  |          |  |  |
| 05/13 | American Management Consulting LLC | 4,678.73  |          |  |  |
| 05/13 | American Management Consulting LLC | 5,526.72  |          |  |  |
| 05/13 | American Management Consulting LLC | 5,611.87  |          |  |  |
| 05/13 | Cardwell Energy Associates Inc.    |           |          |  |  |
| 05/13 | Doe Anderson                       |           |          |  |  |
| 05/13 | Duke Energy Ohio Inc.              |           | 6,743.75 |  |  |
| 05/13 | GDS Associates Inc.                |           |          |  |  |
| 05/13 | KPMG LLP                           |           |          |  |  |
| 05/13 | Latham and Watkins LLP             |           |          |  |  |

**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month | Vendor                         | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|-------|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |                    |
| 05/13 | McBrayer, McGinnis, Leslie     |                    |                    |                    |                    |
| 05/13 | Mercer Inc/Wm. M.              |                    |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                         | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|--------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| 05/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |                    |
| 05/13        | Prime Group LLC/The            |                    | 4,567.14           |                    |                    |
| 05/13        | Prime Group LLC/The            |                    | 4,027.58           |                    |                    |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked  | Vendor  | <u>A/C 923.103</u> | <u>A/C 923.104</u> | <u>A/C 928.100</u> | <u>A/C 928.225</u> |
|---|---|--------------------|--------------------|--------------------|--------------------|
| 05/13   | Shipman and Goodwin                           |                    |                    |                    |                    |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 20,364.50          |                    | 510.00             | 66.00              |
| 05/13   | Insurance Write Off                           |                    |                    |                    |                    |
| <b>Total May 2013</b>                               |   | <b>53,225.65</b>   | <b>15,338.47</b>   | <b>510.00</b>      | <b>66.00</b>       |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | <b>401,070.05</b>  | <b>74,439.29</b>   | <b>17,818.02</b>   | <b>136,952.37</b>  |



**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month | Vendor                                    | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-------|---|--------------------|--------------------|--------------------|
| 06/12 | ACES Power Marketing LLC                  | 6,855.23           |                    |                    |
| 06/12 | American Management Consulting LLC        |                    |                    |                    |
| 06/12 | American Management Consulting LLC        |                    |                    |                    |
| 06/12 | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    |
| 06/12 | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    |
| 06/12 | Catalyst Consulting LLC                   | 9,778.18           |                    |                    |
| 06/12 | Catalyst Consulting LLC                   |                    |                    |                    |
| 06/12 | Catalyst Consulting LLC                   |                    | 1,225.00           |                    |
| 06/12 | DB Consulting LLC                         |                    |                    |                    |
| 06/12 | GDS Associates Inc.                       |                    |                    |                    |
| 06/12 | Hogan & Lovells LLP                       |                    |                    |                    |
| 06/12 | Integrity Development Consultants Inc.    |                    |                    |                    |
| 06/12 | McBrayer, McGinnis, Leslie                |                    |                    |                    |
| 06/12 | Mercer Inc/Wm. M.                         |                    |                    |                    |
| 06/12 | Navigant Consulting, Inc.                 |                    |                    |                    |
| 06/12 | Orrick, Herrington & Sutcliffe            |                    |                    |                    |

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**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
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| Month Booked           | Vendor  | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|------------------------|---|--------------------|--------------------|--------------------|
| 06/12                  | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 06/12                  | Prime Group LLC/The                           |                    |                    |                    |
| 06/12                  | Sargent and Lundy LLC                         | 25,870.50          |                    |                    |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 22,805.00          | 1,035.00           |                    |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 06/12                  | TSE Services, Inc.                            |                    |                    |                    |
| 06/12                  | Vantage Energy Consulting LLP                 | 12,080.00          |                    |                    |
| 06/12                  | Vantage Energy Consulting LLP                 | 23,940.00          |                    |                    |
| 06/12                  | Ziemer, Stayman, Weitzel                      |                    |                    |                    |
| 06/12                  | Insurance Write Off                           |                    |                    |                    |
| <b>Total June 2012</b> |   | <b>101,328.91</b>  | <b>2,260.00</b>    | <b>0.00</b>        |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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**(Gross of City Share)**

| Month Booked | Vendor                                      | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|--------------|---|--------------------|--------------------|--------------------|
| 07/12        | ACES Power Marketing LLC                    | 8,298.00           |                    |                    |
| 07/12        | American Management Consulting LLC          |                    |                    |                    |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   |                    |                    |                    |
| 07/12        | Catalyst Consulting LLC                     | 21,309.77          |                    |                    |
| 07/12        | Catalyst Consulting LLC                     |                    | 350.00             |                    |
| 07/12        | Catalyst Consulting LLC                     |                    |                    |                    |
| 07/12        | Catalyst Consulting LLC                     |                    |                    |                    |
| 07/12        | DB Consulting LLC                           |                    |                    |                    |
| 07/12        | DLA Piper LLP                               |                    |                    |                    |
| 07/12        | Duke Energy Ohio Inc.                       |                    |                    |                    |
| 07/12        | Fidelity Institutional Operations Co., Inc. |                    |                    |                    |
| 07/12        | GDS Associates Inc.                         | 510.00             |                    |                    |
| 07/12        | Hogan & Lovells LLP                         |                    |                    |                    |
| 07/12        | Integrity Development Consultants Inc.      |                    |                    |                    |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                                 | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|--------------|--|--------------------|--------------------|--------------------|
| 07/12        | Integrity Development Consultants Inc. |                    |                    |                    |
| 07/12        | McBrayer, McGinnis, Leslie             |                    |                    |                    |
| 07/12        | Mercer Inc/Wm. M.                      |                    |                    |                    |
| 07/12        | Myriad CPA Group                       |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                    |                    |                    |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked           | Vendor  | A/C 928.230      | A/C 928.240   | A/C 928.260 |
|------------------------|---|------------------|---------------|-------------|
| 07/12                  | Sargent and Lundy LLC                         | 16,161.21        |               |             |
| 07/12                  | Siemens Industry Inc.                         | 7,993.13         |               |             |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |               |             |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |               |             |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 35,276.50        | 187.00        |             |
| 07/12                  | Ziemer, Stayman, Weitzel                      |                  |               |             |
| 07/12                  | Insurance Write Off                           |                  |               |             |
| <b>Total July 2012</b> |   | <b>89,548.61</b> | <b>537.00</b> | <b>0.00</b> |
| 08/12                  | ACES Power Marketing LLC                      | 8,175.00         |               |             |
| 08/12                  | ACES Power Marketing LLC                      | 22,383.84        |               |             |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month | Vendor                                    | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-------|---|--------------------|--------------------|--------------------|
| 08/12 | American Management Consulting LLC        |                    | 945.00             |                    |
| 08/12 | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    |
| 08/12 | Catalyst Consulting LLC                   | 21,907.66          |                    |                    |
| 08/12 | Catalyst Consulting LLC                   |                    |                    |                    |
| 08/12 | DB Consulting LLC                         |                    |                    |                    |
| 08/12 | DB Consulting LLC                         |                    |                    |                    |
| 08/12 | Doe Anderson                              |                    |                    |                    |
| 08/12 | GDS Associates Inc.                       |                    |                    |                    |
| 08/12 | Hogan & Lovells LLP                       |                    |                    |                    |
| 08/12 | Integrity Development Consultants Inc.    |                    |                    |                    |
| 08/12 | Itron Inc.                                |                    |                    |                    |
| 08/12 | Kentucky State Treasurer                  |                    |                    |                    |
| 08/12 | KPMG LLP                                  |                    |                    |                    |
| 08/12 | KPMG LLP                                  |                    |                    |                    |
| 08/12 | KPMG LLP                                  |                    |                    |                    |
| 08/12 | McBrayer, McGinnis, Leslie                |                    |                    |                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month | Vendor                         | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-------|--------------------------------|--------------------|--------------------|--------------------|
| 08/12 | McBrayer, McGinnis, Leslie     |                    |                    |                    |
| 08/12 | Mercer Inc/Wm. M.              |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 08/12 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 08/12 | Sargent and Lundy LLC          | 3,429.00           |                    |                    |
| 08/12 | Sargent and Lundy LLC          | 25,436.78          |                    |                    |
| 08/12 | Siemens Industry Inc.          | 80,569.89          |                    |                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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**(Gross of City Share)**

| Month Booked             | Vendor  | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|--------------------------|---|--------------------|--------------------|--------------------|
| 08/12                    | Siemens Industry Inc.                         | 11,613.12          |                    |                    |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 49,270.35          | 343.00             |                    |
| 08/12                    | Vantage Energy Consulting LLP                 | 27,560.00          |                    |                    |
| 08/12                    | Vantage Energy Consulting LLP                 | 49,991.78          |                    |                    |
| 08/12                    | Ziemer, Stayman, Weitzel                      |                    |                    |                    |
| 08/12                    | Insurance Write Off                           |                    |                    |                    |
| <b>Total August 2012</b> |   | <b>300,337.42</b>  | <b>1,288.00</b>    | <b>0.00</b>        |
| 09/12                    | American Management Consulting LLC            |                    | 2,310.00           |                    |
| 09/12                    | Burns and McDonnell Engineering Co., Inc.     |                    |                    |                    |



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| Month | Vendor                                 | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-------|--|--------------------|--------------------|--------------------|
| 09/12 | Cardwell Energy Associates Inc.        |                    |                    |                    |
| 09/12 | Catalyst Consulting LLC                |                    |                    |                    |
| 09/12 | Doe Anderson                           |                    |                    |                    |
| 09/12 | Hogan & Lovells LLP                    |                    |                    |                    |
| 09/12 | Hunton & Williams LLP                  |                    |                    |                    |
| 09/12 | Integrity Development Consultants Inc. |                    |                    |                    |
| 09/12 | McBrayer, McGinnis, Leslie             |                    |                    |                    |
| 09/12 | Mercer Inc/Wm. M.                      |                    |                    |                    |
| 09/12 | Myriad CPA Group                       |                    |                    |                    |
| 09/12 | Orrick, Herrington & Sutcliffe         |                    |                    |                    |
| 09/12 | Orrick, Herrington & Sutcliffe         |                    |                    |                    |
| 09/12 | Orrick, Herrington & Sutcliffe         |                    |                    |                    |

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**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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| Month                       | Vendor  | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-----------------------------|---|--------------------|--------------------|--------------------|
| 09/12                       | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 09/12                       | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    | 85.00              |                    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 09/12                       | TSE Services, Inc.                            |                    |                    |                    |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                    |                    |                    |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                    |                    |                    |
| 09/12                       | Insurance Write Off                           |                    |                    |                    |
| <b>Total September 2012</b> |   | <b>0.00</b>        | <b>2,395.00</b>    | <b>0.00</b>        |

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| Month Booked | Vendor                                      | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|--------------|---|--------------------|--------------------|--------------------|
| 10/12        | ACES Power Marketing LLC                    | (45,712.07)        |                    |                    |
| 10/12        | American Management Consulting LLC          |                    | 1,260.00           |                    |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   |                    |                    |                    |
| 10/12        | Catalyst Consulting LLC                     | (52,995.61)        |                    |                    |
| 10/12        | Catalyst Consulting LLC                     |                    |                    |                    |
| 10/12        | DB Consulting LLC                           |                    |                    |                    |
| 10/12        | Doe Anderson                                |                    |                    |                    |
| 10/12        | Doe Anderson                                |                    |                    |                    |
| 10/12        | Fidelity Institutional Operations Co., Inc. |                    |                    |                    |
| 10/12        | GDS Associates Inc.                         | (510.00)           |                    |                    |
| 10/12        | Hogan & Lovells LLP                         |                    |                    |                    |
| 10/12        | Hogan & Lovells LLP                         |                    |                    |                    |
| 10/12        | Hogan & Lovells LLP                         |                    |                    |                    |

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| Month Booked | Vendor                         | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|--------------|--------------------------------|--------------------|--------------------|--------------------|
| 10/12        | Hogan & Lovells LLP            |                    |                    |                    |
| 10/12        | Hogan & Lovells LLP            |                    |                    |                    |
| 10/12        | Hunton & Williams LLP          |                    |                    |                    |
| 10/12        | Itron Inc.                     |                    |                    |                    |
| 10/12        | Kentucky State Treasurer       |                    |                    |                    |
| 10/12        | L. Robert Kimball              |                    |                    |                    |
| 10/12        | L. Robert Kimball              |                    |                    |                    |
| 10/12        | L. Robert Kimball              |                    |                    |                    |
| 10/12        | L. Robert Kimball              |                    |                    |                    |
| 10/12        | McBrayer, McGinnis, Leslie     |                    |                    |                    |
| 10/12        | Mercer Inc/Wm. M.              |                    |                    |                    |
| 10/12        | Orrick, Herrington & Sutcliffe |                    |                    |                    |

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| Month Booked | Vendor  | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|--------------|---|--------------------|--------------------|--------------------|
| 10/12        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 10/12        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 10/12        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 10/12        | Power Cost Inc./PCI                           |                    |                    |                    |
| 10/12        | Prime Group LLC/The                           | (84,106.41)        |                    |                    |
| 10/12        | Sargent and Lundy LLC                         | (103,538.49)       |                    |                    |
| 10/12        | Siemens Industry Inc.                         | (143,508.64)       |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (224,726.35)       |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    | 85.00              |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |

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| Month Booked              | Vendor  | A/C 928.230         | A/C 928.240     | A/C 928.260 |
|---------------------------|---|---------------------|-----------------|-------------|
| 10/12                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                 |             |
| 10/12                     | Vantage Energy Consulting LLP                 | (113,571.78)        |                 |             |
| 10/12                     | Insurance Write Off                           |                     |                 |             |
| <b>Total October 2012</b> |   | <b>(768,669.35)</b> | <b>1,345.00</b> | <b>0.00</b> |

11/12 American Management Consulting LLC  
 11/12 Burns and McDonnell Engineering Co., Inc.

11/12 Burns and McDonnell Engineering Co., Inc.

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| Month  | Vendor                                    | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|--------|---|--------------------|--------------------|--------------------|
| Booked |   |                    |                    |                    |
| 11/12  | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    |
| 11/12  | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    |
| 11/12  | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    |

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| Month | Vendor               | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-------|----------------------|--------------------|--------------------|--------------------|
| 11/12 | Dinsmore & Shohl LLP |                    |                    |                    |

11/12 DB Consulting LLC  
11/12 Doe Anderson  
11/12 GDS Associates Inc.  
11/12 Hogan & Lovells LLP  
11/12 KPMG LLP  
11/12 KPMG LLP  
11/12 McBrayer, McGinnis, Leslie  
11/12 Mercer Inc/Wm. M.  
11/12 Orrick, Herrington & Sutcliffe  
11/12 Orrick, Herrington & Sutcliffe  
  
11/12 Orrick, Herrington & Sutcliffe  
11/12 Orrick, Herrington & Sutcliffe  
11/12 Southwest Power Pool



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| Month Booked               | Vendor  | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|----------------------------|---|--------------------|--------------------|--------------------|
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    | 880.00             |                    |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 11/12                      | Ziemer, Stayman, Weitzel                      |                    |                    |                    |
| 11/12                      | Insurance Write Off                           |                    |                    |                    |
| <b>Total November 2012</b> |   | <b>0.00</b>        | <b>880.00</b>      | <b>0.00</b>        |

12/12 American Management Consulting LLC  
12/12 Burns and McDonnell Engineering Co., Inc.  
12/12 Burns and McDonnell Engineering Co., Inc.  
  
12/12 Burns and McDonnell Engineering Co., Inc.

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| Month | Vendor                                    | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-------|---|--------------------|--------------------|--------------------|
| 12/12 | Burns and McDonnell Engineering Co., Inc. |                    |                    |                    |
| 12/12 | DB Consulting LLC                         |                    |                    |                    |
| 12/12 | Dinsmore & Shohl LLP                      |                    |                    |                    |
| 12/12 | Dinsmore & Shohl LLP                      |                    |                    |                    |
| 12/12 | Doe Anderson                              |                    |                    |                    |
| 12/12 | Duke Energy Ohio Inc.                     |                    |                    |                    |
| 12/12 | Duke Energy Ohio Inc.                     |                    |                    |                    |
| 12/12 | Hogan & Lovells LLP                       |                    |                    |                    |
| 12/12 | Kentucky State Treasurer                  |                    |                    |                    |
| 12/12 | McBrayer, McGinnis, Leslie                |                    |                    |                    |
| 12/12 | McBrayer, McGinnis, Leslie                |                    |                    |                    |
| 12/12 | Mercer Inc/Wm. M.                         |                    |                    |                    |
| 12/12 | Orrick, Herrington & Sutcliffe            |                    |                    |                    |
| 12/12 | Orrick, Herrington & Sutcliffe            |                    |                    |                    |
| 12/12 | Prime Group LLC/The                       |                    |                    |                    |

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| Month                      | Vendor  | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|----------------------------|---|--------------------|--------------------|--------------------|
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    |                    |                    |
| 12/12                      | Towers Watson Delaware Inc.                   |                    |                    |                    |
| 12/12                      | TSE Services, Inc.                            |                    |                    |                    |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                    |                    |                    |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                    |                    |                    |
| 12/12                      | Insurance Write Off                           |                    |                    |                    |
| <b>Total December 2012</b> |   | <b>0.00</b>        | <b>0.00</b>        | <b>0.00</b>        |

|       |   |  |        |  |
|-------|---|--|--------|--|
| 01/13 | Catalyst Consulting LLc                     |  | 262.50 |  |
| 01/13 | Catalyst Consulting LLc                     |  |        |  |
| 01/13 | Fidelity Institutional Operations Co., Inc. |  |        |  |

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| Month Booked | Vendor                         | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|--------------|--------------------------------|--------------------|--------------------|--------------------|
| 01/13        | KAEC                           |                    |                    |                    |
| 01/13        | KPMG LLP                       |                    |                    |                    |
| 01/13        | Mercer Inc/Wm. M.              |                    |                    |                    |
| 01/13        | Navigant Consulting, Inc.      |                    |                    |                    |
| 01/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 01/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 01/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 01/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 01/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 01/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |

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| Month Booked              | Vendor  | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|---------------------------|---|--------------------|--------------------|--------------------|
| 01/13                     | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 01/13                     | Prime Group LLC/The                           |                    |                    |                    |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    | 804.00             |                    |
| 01/13                     | Ziemer, Stayman, Weitzel                      |                    |                    |                    |
| 01/13                     | Insurance Write Off                           |                    |                    |                    |
| <b>Total January 2013</b> |   | <b>0.00</b>        | <b>1,066.50</b>    | <b>0.00</b>        |

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| Month<br>Booked | Vendor  | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-----------------|---|--------------------|--------------------|--------------------|
| 02/13           | American Management Consulting LLC            |                    |                    |                    |
| 02/13           | American Management Consulting LLC            |                    |                    |                    |
| 02/13           | Felicia T. Burda                              |                    |                    |                    |
| 02/13           | Dinsmore & Shohl LLP                          |                    |                    |                    |
| 02/13           | Doe Anderson                                  |                    |                    |                    |
| 02/13           | Duke Energy Ohio Inc.                         |                    |                    |                    |
| 02/13           | GDS Associates Inc.                           |                    |                    |                    |
| 02/13           | Hogan & Lovells LLP                           |                    |                    |                    |
| 02/13           | KPMG LLP                                      |                    |                    |                    |
| 02/13           | McBrayer, McGinnis, Leslie                    |                    |                    |                    |
| 02/13           | Mercer Inc/Wm. M.                             |                    |                    |                    |
| 02/13           | Mercer Inc/Wm. M.                             |                    |                    |                    |
| 02/13           | Prime Group LLC/The                           |                    |                    |                    |
| 02/13           | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    | 816.00             |                    |

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| Month                      | Vendor              | A/C 928.230 | A/C 928.240 | A/C 928.260 |
|----------------------------|---------------------|-------------|-------------|-------------|
| 02/13                      | Insurance Write Off |             |             |             |
| <b>Total February 2013</b> |                     | 0.00        | 816.00      | 0.00        |

03/13 American Management Consulting LLC  
03/13 Bass, Berry, Simms PLC

03/13 Burns & McDonnell Engineering Co. Inc.  
03/13 Cardwell Energy Associates Inc.  
03/13 Catalyst Consulting LLc  
03/13 GDS Associates Inc.

03/13 GDS Associates Inc.  
03/13 Hogan & Lovells LLP

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| Month Booked | Vendor                         | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|--------------|--------------------------------|--------------------|--------------------|--------------------|
| 03/13        | KPMG LLP                       |                    |                    |                    |
| 03/13        | McBrayer, McGinnis, Leslie     |                    |                    |                    |
| 03/13        | McBrayer, McGinnis, Leslie     |                    |                    |                    |
| 03/13        | Mercer Inc/Wm. M.              |                    |                    |                    |
| 03/13        | Mercer Inc/Wm. M.              |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 03/13        | Shipman and Goodwin            |                    |                    |                    |

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| Month                   | Vendor  | A/C 928.230   | A/C 928.240 | A/C 928.260 |
|-------------------------|---|---------------|-------------|-------------|
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 680.00        |             |             |
| 03/13                   | Towers Watson Delaware Inc                    |               |             |             |
| 03/13                   | Ziemer, Stayman, Weitzel                      |               |             |             |
| 03/13                   | Insurance Write Off                           |               |             |             |
| <b>Total March 2013</b> |   | <b>680.00</b> | <b>0.00</b> | <b>0.00</b> |

04/13 American Management Consulting LLC  
04/13 Burns & McDonnell Engineering Co. Inc.

04/13 Dinsmore & Shohl LLP  
04/13 Fidelity Institutional Operations Co., Inc.  
04/13 GDS Associates Inc.

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| Month Booked | Vendor  | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|--------------|---|--------------------|--------------------|--------------------|
| 04/13        | KPMG LLP                                      |                    |                    |                    |
| 04/13        | Mercer Inc/Wm. M.                             |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    | 18,358.49          |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    |                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                    |                    | 1,220.54           |
| 04/13        | Prime Group LLC/The                           |                    |                    |                    |
| 04/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    | 1,516.00           | 462.00             |
| 04/13        | TSE Services                                  |                    |                    |                    |

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| Month                   | Vendor                   | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-------------------------|--------------------------|--------------------|--------------------|--------------------|
| 04/13                   | Ziemer, Stayman, Weitzel |                    |                    |                    |
| 04/13                   | Ziemer, Stayman, Weitzel |                    |                    |                    |
| 04/13                   | Insurance Write Off      |                    |                    |                    |
| <b>Total April 2013</b> |                          | <b>0.00</b>        | <b>1,516.00</b>    | <b>20,041.03</b>   |

05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 Cardwell Energy Associates Inc.  
05/13 Doe Anderson  
05/13 Duke Energy Ohio Inc.  
05/13 GDS Associates Inc.

05/13 KPMG LLP  
05/13 Latham and Watkins LLP

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| Month | Vendor                         | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-------|--------------------------------|--------------------|--------------------|--------------------|
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |
| 05/13 | Latham and Watkins LLP         |                    |                    |                    |
| 05/13 | McBrayer, McGinnis, Leslie     |                    |                    |                    |
| 05/13 | Mercer Inc/Wm. M.              |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    | 14,374.73          |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |

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| Month | Vendor                         | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|-------|--------------------------------|--------------------|--------------------|--------------------|
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    |                    |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    | 1,730.68           |
| 05/13 | Orrick, Herrington & Sutcliffe |                    |                    | 3,391.05           |
| 05/13 | Prime Group LLC/The            |                    |                    |                    |
| 05/13 | Prime Group LLC/The            |                    |                    |                    |

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| Month Booked  | Vendor  | <u>A/C 928.230</u> | <u>A/C 928.240</u> | <u>A/C 928.260</u> |
|---|---|--------------------|--------------------|--------------------|
| 05/13   | Shipman and Goodwin                           |                    |                    | 1,552.50           |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                    | 306.00             | 3,888.00           |
| 05/13   | Insurance Write Off                           |                    |                    |                    |
| <b>Total May 2013</b>                               |   | 0.00               | 306.00             | 24,936.96          |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | (276,774.41)       | 12,409.50          | 44,977.99          |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month | Vendor                                    | General<br>Corporate<br>Matters | Fuel<br>Procurement | Smelter<br>Issues | HMP&L<br>Litigation |
|-------|---|---------------------------------|---------------------|-------------------|---------------------|
| 06/12 | ACES Power Marketing LLC                  |                                 |                     |                   |                     |
| 06/12 | American Management Consulting LLC        | 10,558.32                       |                     |                   |                     |
| 06/12 | American Management Consulting LLC        | 10,145.07                       |                     |                   |                     |
| 06/12 | Burns and McDonnell Engineering Co., Inc. |                                 |                     |                   |                     |
| 06/12 | Burns and McDonnell Engineering Co., Inc. |                                 |                     |                   |                     |
| 06/12 | Catalyst Consulting LLC                   |                                 |                     |                   |                     |
| 06/12 | Catalyst Consulting LLC                   |                                 |                     |                   |                     |
| 06/12 | Catalyst Consulting LLC                   |                                 |                     |                   |                     |
| 06/12 | DB Consulting LLC                         |                                 |                     |                   |                     |
| 06/12 | GDS Associates Inc.                       |                                 |                     |                   |                     |
| 06/12 | Hogan & Lovells LLP                       |                                 |                     |                   |                     |
| 06/12 | Integrity Development Consultants Inc.    | 694.13                          |                     |                   |                     |
| 06/12 | McBrayer, McGinnis, Leslie                | 1,119.00                        |                     |                   |                     |
| 06/12 | Mercer Inc/Wm. M.                         | 32,979.00                       |                     |                   |                     |
| 06/12 | Navigant Consulting, Inc.                 |                                 |                     |                   |                     |
| 06/12 | Orrick, Herrington & Sutcliffe            | 1,710.00                        |                     |                   |                     |

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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked           | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues   | HMP&L Litigation |
|------------------------|---|---------------------------|------------------|------------------|------------------|
| 06/12                  | Orrick, Herrington & Sutcliffe                |                           |                  |                  | 410.00           |
| 06/12                  | Prime Group LLC/The                           |                           |                  |                  |                  |
| 06/12                  | Sargent and Lundy LLC                         |                           |                  |                  |                  |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 7,887.58                  | 11,979.00        | 19,665.00        | 1,970.50         |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 748.00                    |                  |                  |                  |
| 06/12                  | TSE Services, Inc.                            | 24,414.00                 |                  |                  |                  |
| 06/12                  | Vantage Energy Consulting LLP                 |                           |                  |                  |                  |
| 06/12                  | Vantage Energy Consulting LLP                 |                           |                  |                  |                  |
| 06/12                  | Ziemer, Stayman, Weitzel                      | 2,419.00                  |                  |                  |                  |
| 06/12                  | Insurance Write Off                           | 10.78                     |                  |                  |                  |
| <b>Total June 2012</b> |   | <b>92,684.88</b>          | <b>11,979.00</b> | <b>19,665.00</b> | <b>2,380.50</b>  |

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| Month Booked | Vendor                                      | General<br>Corporate<br>Matters | Fuel<br>Procurement | Smelter<br>Issues | HMP&L<br>Litigation |
|--------------|---|---------------------------------|---------------------|-------------------|---------------------|
| 07/12        | ACES Power Marketing LLC                    |                                 |                     |                   |                     |
| 07/12        | American Management Consulting LLC          | 11,071.49                       |                     |                   |                     |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   |                                 |                     |                   |                     |
| 07/12        | Catalyst Consulting LLC                     |                                 |                     |                   |                     |
| 07/12        | Catalyst Consulting LLC                     |                                 |                     |                   |                     |
| 07/12        | Catalyst Consulting LLC                     |                                 |                     |                   |                     |
| 07/12        | Catalyst Consulting LLC                     | 175.00                          |                     |                   |                     |
| 07/12        | DB Consulting LLC                           |                                 |                     |                   |                     |
| 07/12        | DLA Piper LLP                               |                                 |                     |                   | 253.12              |
| 07/12        | Duke Energy Ohio Inc.                       |                                 |                     |                   |                     |
| 07/12        | Fidelity Institutional Operations Co., Inc. | 3,750.00                        |                     |                   |                     |
| 07/12        | GDS Associates Inc.                         |                                 |                     |                   |                     |
| 07/12        | Hogan & Lovells LLP                         |                                 |                     |                   | 67.50               |
| 07/12        | Integrity Development Consultants Inc.      | 480.00                          |                     |                   |                     |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                                 | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|--|---------------------------|------------------|----------------|------------------|
| 07/12        | Integrity Development Consultants Inc. | 2,695.86                  |                  |                |                  |
| 07/12        | McBrayer, McGinnis, Leslie             | 1,119.00                  |                  |                |                  |
| 07/12        | Mercer Inc/Wm. M.                      | 43,249.00                 |                  |                |                  |
| 07/12        | Myriad CPA Group                       | 7,500.00                  |                  |                |                  |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                  |                | 207.09           |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                  |                | (410.00)         |
| 07/12        | Orrick, Herrington & Sutcliffe         | 811.69                    |                  |                |                  |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1,940.88                  |                  |                |                  |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                  | 23,580.11      |                  |
| 07/12        | Orrick, Herrington & Sutcliffe         | 8,197.81                  |                  |                |                  |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                  | 5,289.62       |                  |
| 07/12        | Orrick, Herrington & Sutcliffe         | 45.29                     |                  |                |                  |

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**(Gross of City Share)**

| Month Booked           | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues   | HMP&L Litigation |
|------------------------|---|---------------------------|------------------|------------------|------------------|
| 07/12                  | Sargent and Lundy LLC                         |                           |                  |                  |                  |
| 07/12                  | Siemens Industry Inc.                         |                           |                  |                  |                  |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                  | (77.00)          |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                  |                  |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 10,701.31                 | 10,048.00        | 7,986.00         | 1,628.50         |
| 07/12                  | Ziemer, Stayman, Weitzel                      | 2,389.50                  |                  |                  |                  |
| 07/12                  | Insurance Write Off                           | 10.06                     |                  |                  |                  |
| <b>Total July 2012</b> |   | <b>94,136.89</b>          | <b>10,048.00</b> | <b>36,855.73</b> | <b>1,669.21</b>  |

08/12 ACES Power Marketing LLC  
08/12 ACES Power Marketing LLC

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**(Gross of City Share)**

| Month Booked | Vendor                                    | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|---|---------------------------|------------------|----------------|------------------|
| 08/12        | American Management Consulting LLC        | 4,710.49                  |                  |                |                  |
| 08/12        | Burns and McDonnell Engineering Co., Inc. |                           |                  |                |                  |
| 08/12        | Catalyst Consulting LLC                   |                           |                  |                |                  |
| 08/12        | Catalyst Consulting LLC                   |                           |                  |                |                  |
| 08/12        | DB Consulting LLC                         |                           |                  |                |                  |
| 08/12        | DB Consulting LLC                         |                           |                  |                |                  |
| 08/12        | Doe Anderson                              |                           |                  | 9,686.80       |                  |
| 08/12        | GDS Associates Inc.                       |                           |                  |                |                  |
| 08/12        | Hogan & Lovells LLP                       |                           |                  |                |                  |
| 08/12        | Integrity Development Consultants Inc.    | 496.00                    |                  |                |                  |
| 08/12        | Itron Inc.                                |                           |                  |                |                  |
| 08/12        | Kentucky State Treasurer                  |                           |                  |                |                  |
| 08/12        | KPMG LLP                                  |                           |                  |                |                  |
| 08/12        | KPMG LLP                                  |                           |                  |                |                  |
| 08/12        | KPMG LLP                                  |                           |                  |                |                  |
| 08/12        | McBrayer, McGinnis, Leslie                | 1,119.00                  |                  |                |                  |

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**(Gross of City Share)**

| Month Booked | Vendor                         | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|--------------------------------|---------------------------|------------------|----------------|------------------|
| 08/12        | McBrayer, McGinnis, Leslie     | 1,119.00                  |                  |                |                  |
| 08/12        | Mercer Inc/Wm. M.              | 37,046.00                 |                  |                |                  |
| 08/12        | Orrick, Herrington & Sutcliffe |                           |                  | 1,159.03       |                  |
| 08/12        | Orrick, Herrington & Sutcliffe | 2,710.25                  |                  |                |                  |
| 08/12        | Orrick, Herrington & Sutcliffe |                           |                  |                | 440.41           |
| 08/12        | Orrick, Herrington & Sutcliffe |                           |                  | 184.08         |                  |
| 08/12        | Orrick, Herrington & Sutcliffe | 444.91                    |                  |                |                  |
| 08/12        | Sargent and Lundy LLC          |                           |                  |                |                  |
| 08/12        | Sargent and Lundy LLC          |                           |                  |                |                  |
| 08/12        | Siemens Industry Inc.          |                           |                  |                |                  |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked      | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|-------------------|---|---------------------------|------------------|----------------|------------------|
| 08/12             | Siemens Industry Inc.                         |                           |                  |                |                  |
| 08/12             | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                |                  |
| 08/12             | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 15,455.34                 | 25,327.50        | 13,474.50      | 269.05           |
| 08/12             | Vantage Energy Consulting LLP                 |                           |                  |                |                  |
| 08/12             | Vantage Energy Consulting LLP                 |                           |                  |                |                  |
| 08/12             | Ziemer, Stayman, Weitzel                      | 3,127.00                  |                  |                |                  |
| 08/12             | Insurance Write Off                           | 10.06                     |                  |                |                  |
| Total August 2012 |   | 66,238.05                 | 25,327.50        | 24,504.41      | 709.46           |
| 09/12             | American Management Consulting LLC            | 1,275.94                  |                  |                |                  |
| 09/12             | Burns and McDonnell Engineering Co., Inc.     |                           |                  |                |                  |

**Big Rivers Electric Corporation**  
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| Month | Vendor                                 | General<br>Corporate<br>Matters | Fuel<br>Procurement | Smelter<br>Issues | HMP&L<br>Litigation |
|-------|--|---------------------------------|---------------------|-------------------|---------------------|
| 09/12 | Cardwell Energy Associates Inc.        |                                 |                     |                   |                     |
| 09/12 | Catalyst Consulting LLC                |                                 |                     |                   |                     |
| 09/12 | Doe Anderson                           |                                 |                     | 4,100.00          |                     |
| 09/12 | Hogan & Lovells LLP                    |                                 |                     |                   |                     |
| 09/12 | Hunton & Williams LLP                  |                                 |                     |                   |                     |
| 09/12 | Integrity Development Consultants Inc. | 1,528.50                        |                     |                   |                     |
| 09/12 | McBrayer, McGinnis, Leslie             | 11.09                           |                     |                   |                     |
| 09/12 | Mercer Inc/Wm. M.                      | 43,314.00                       |                     |                   |                     |
| 09/12 | Myriad CPA Group                       | 7,500.00                        |                     |                   |                     |
| 09/12 | Orrick, Herrington & Sutcliffe         |                                 |                     | 26,764.88         |                     |
| 09/12 | Orrick, Herrington & Sutcliffe         | 4,310.27                        |                     |                   |                     |
| 09/12 | Orrick, Herrington & Sutcliffe         | 1,564.64                        |                     |                   |                     |

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| Month Booked                | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues   | HMP&L Litigation |
|-----------------------------|---|---------------------------|------------------|------------------|------------------|
| 09/12                       | Orrick, Herrington & Sutcliffe                | 613.51                    |                  |                  |                  |
| 09/12                       | Orrick, Herrington & Sutcliffe                | 174.37                    |                  |                  |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                  |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                  |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                  |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                  |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 16,163.86                 | 17,753.50        | 8,272.00         | 957.00           |
| 09/12                       | TSE Services, Inc.                            | 24,414.00                 |                  |                  |                  |
| 09/12                       | Ziemer, Stayman, Weitzel                      | 2,301.00                  |                  |                  |                  |
| 09/12                       | Ziemer, Stayman, Weitzel                      | 737.50                    |                  |                  |                  |
| 09/12                       | Insurance Write Off                           | 10.06                     |                  |                  |                  |
| <b>Total September 2012</b> |   | <b>103,918.74</b>         | <b>17,753.50</b> | <b>39,136.88</b> | <b>957.00</b>    |

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| Month Booked | Vendor                                      | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|---|---------------------------|------------------|----------------|------------------|
| 10/12        | ACES Power Marketing LLC                    |                           |                  |                |                  |
| 10/12        | American Management Consulting LLC          | 4,443.31                  |                  |                |                  |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   |                           |                  |                |                  |
| 10/12        | Catalyst Consulting LLC                     |                           |                  |                |                  |
| 10/12        | Catalyst Consulting LLC                     | 700.00                    |                  |                |                  |
| 10/12        | DB Consulting LLC                           |                           |                  |                |                  |
| 10/12        | Doe Anderson                                | 2,345.00                  |                  |                |                  |
| 10/12        | Doe Anderson                                | 125.00                    |                  |                |                  |
| 10/12        | Fidelity Institutional Operations Co., Inc. | 3,750.00                  |                  |                |                  |
| 10/12        | GDS Associates Inc.                         |                           |                  |                |                  |
| 10/12        | Hogan & Lovells LLP                         |                           |                  |                |                  |
| 10/12        | Hogan & Lovells LLP                         |                           |                  |                |                  |
| 10/12        | Hogan & Lovells LLP                         |                           |                  |                |                  |

**Big Rivers Electric Corporation**  
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| Month | Vendor                         | General<br>Corporate<br>Matters | Fuel<br>Procurement | Smelter<br>Issues | HMP&L<br>Litigation |
|-------|--------------------------------|---------------------------------|---------------------|-------------------|---------------------|
| 10/12 | Hogan & Lovells LLP            |                                 |                     |                   |                     |
| 10/12 | Hogan & Lovells LLP            |                                 |                     |                   |                     |
| 10/12 | Hunton & Williams LLP          |                                 |                     |                   |                     |
| 10/12 | Itron Inc.                     |                                 |                     |                   |                     |
| 10/12 | Kentucky State Treasurer       |                                 |                     |                   |                     |
| 10/12 | L. Robert Kimball              |                                 |                     |                   |                     |
| 10/12 | L. Robert Kimball              |                                 |                     |                   |                     |
| 10/12 | L. Robert Kimball              |                                 |                     |                   |                     |
| 10/12 | L. Robert Kimball              |                                 |                     |                   |                     |
| 10/12 | McBrayer, McGinnis, Leslie     | 1,119.00                        |                     |                   |                     |
| 10/12 | Mercer Inc/Wm. M.              | 45,209.00                       |                     |                   |                     |
| 10/12 | Orrick, Herrington & Sutcliffe |                                 |                     |                   |                     |

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| Month Booked | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|---|---------------------------|------------------|----------------|------------------|
| 10/12        | Orrick, Herrington & Sutcliffe                |                           |                  |                |                  |
| 10/12        | Orrick, Herrington & Sutcliffe                | 134.13                    |                  |                |                  |
| 10/12        | Orrick, Herrington & Sutcliffe                |                           |                  | 3,129.27       |                  |
| 10/12        | Power Cost Inc./PCI                           |                           |                  |                |                  |
| 10/12        | Prime Group LLC/The                           |                           |                  |                |                  |
| 10/12        | Sargent and Lundy LLC                         |                           |                  |                |                  |
| 10/12        | Siemens Industry Inc.                         |                           |                  |                |                  |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                |                  |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                |                  |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (85.00)                   |                  |                |                  |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                |                  |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                |                  |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                |                  |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                |                  |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 27.69                     |                  |                |                  |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked              | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues   | HMP&L Litigation |
|---------------------------|---|---------------------------|------------------|------------------|------------------|
| 10/12                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 16,834.04                 | 8,271.00         | 6,995.50         | 555.50           |
| 10/12                     | Vantage Energy Consulting LLP                 |                           |                  |                  |                  |
| 10/12                     | Insurance Write Off                           | 10.06                     |                  |                  |                  |
| <b>Total October 2012</b> |   | <b>74,612.23</b>          | <b>8,271.00</b>  | <b>10,124.77</b> | <b>555.50</b>    |

|       |   |          |  |  |  |
|-------|---|----------|--|--|--|
| 11/12 | American Management Consulting LLC        | 3,253.98 |  |  |  |
| 11/12 | Burns and McDonnell Engineering Co., Inc. |          |  |  |  |

11/12 Burns and McDonnell Engineering Co., Inc.

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| Month | Vendor                                    | General<br>Corporate<br>Matters | Fuel<br>Procurement | Smelter<br>Issues | HMP&L<br>Litigation |
|-------|---|---------------------------------|---------------------|-------------------|---------------------|
| 11/12 | Burns and McDonnell Engineering Co., Inc. |                                 |                     |                   |                     |
| 11/12 | Burns and McDonnell Engineering Co., Inc. |                                 |                     |                   |                     |
| 11/12 | Burns and McDonnell Engineering Co., Inc. |                                 |                     |                   |                     |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month | Vendor                         | General<br>Corporate<br>Matters | Fuel<br>Procurement | Smelter<br>Issues | HMP&L<br>Litigation |
|-------|--------------------------------|---------------------------------|---------------------|-------------------|---------------------|
| 11/12 | Dinsmore & Shohl LLP           |                                 |                     | 41,770.04         |                     |
| 11/12 | DB Consulting LLC              |                                 |                     |                   |                     |
| 11/12 | Doe Anderson                   | (125.00)                        |                     |                   |                     |
| 11/12 | GDS Associates Inc.            |                                 |                     |                   |                     |
| 11/12 | Hogan & Lovells LLP            |                                 |                     |                   |                     |
| 11/12 | KPMG LLP                       |                                 |                     |                   |                     |
| 11/12 | KPMG LLP                       |                                 |                     |                   |                     |
| 11/12 | McBrayer, McGinnis, Leslie     | 1,119.00                        |                     |                   |                     |
| 11/12 | Mercer Inc/Wm. M.              | 45,792.00                       |                     |                   |                     |
| 11/12 | Orrick, Herrington & Sutcliffe |                                 |                     | (3,129.27)        |                     |
| 11/12 | Orrick, Herrington & Sutcliffe | 2,003.55                        |                     |                   |                     |
| 11/12 | Orrick, Herrington & Sutcliffe | 1,008.27                        |                     |                   |                     |
| 11/12 | Orrick, Herrington & Sutcliffe | 449.13                          |                     |                   |                     |
| 11/12 | Southwest Power Pool           | (2,040.72)                      |                     |                   |                     |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked               | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues   | HMP&L Litigation |
|----------------------------|---|---------------------------|------------------|------------------|------------------|
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (665.69)                  |                  |                  |                  |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           | 5,280.00         |                  |                  |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           | (8,272.00)       |                  |                  |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (895.74)                  |                  |                  |                  |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 51.28                     |                  | (2,288.00)       |                  |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 18,187.71                 | 7,206.50         | 3,607.00         | 412.50           |
| 11/12                      | Ziemer, Stayman, Weitzel                      | 1,652.00                  |                  |                  |                  |
| 11/12                      | Insurance Write Off                           | 10.06                     |                  |                  |                  |
| <b>Total November 2012</b> |   | <b>69,799.83</b>          | <b>4,214.50</b>  | <b>39,959.77</b> | <b>412.50</b>    |

|       |   |        |  |  |  |
|-------|---|--------|--|--|--|
| 12/12 | American Management Consulting LLC        | 144.24 |  |  |  |
| 12/12 | Burns and McDonnell Engineering Co., Inc. |        |  |  |  |
| 12/12 | Burns and McDonnell Engineering Co., Inc. |        |  |  |  |
| 12/12 | Burns and McDonnell Engineering Co., Inc. |        |  |  |  |

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| Month Booked | Vendor                                    | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|---|---------------------------|------------------|----------------|------------------|
| 12/12        | Burns and McDonnell Engineering Co., Inc. |                           |                  |                |                  |
| 12/12        | DB Consulting LLC                         |                           |                  |                |                  |
| 12/12        | Dinsmore & Shohl LLP                      |                           |                  | 500.00         |                  |
| 12/12        | Dinsmore & Shohl LLP                      |                           |                  | 6,043.50       |                  |
| 12/12        | Doe Anderson                              |                           |                  | 125.00         |                  |
| 12/12        | Duke Energy Ohio Inc.                     |                           |                  |                |                  |
| 12/12        | Duke Energy Ohio Inc.                     |                           |                  |                |                  |
| 12/12        | Hogan & Lovells LLP                       |                           |                  |                |                  |
| 12/12        | Kentucky State Treasurer                  |                           |                  |                |                  |
| 12/12        | McBrayer, McGinnis, Leslie                | 1,127.72                  |                  |                |                  |
| 12/12        | McBrayer, McGinnis, Leslie                | 1,197.37                  |                  |                |                  |
| 12/12        | Mercer Inc/Wm. M.                         | 27,409.00                 |                  |                |                  |
| 12/12        | Orrick, Herrington & Sutcliffe            | 1,347.26                  |                  |                |                  |
| 12/12        | Orrick, Herrington & Sutcliffe            | 10,087.36                 |                  |                |                  |
| 12/12        | Prime Group LLC/The                       |                           |                  |                |                  |

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| Month Booked               | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues  | HMP&L Litigation |
|----------------------------|---|---------------------------|------------------|-----------------|------------------|
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                  |                 |                  |
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 20,456.80                 | 5,091.50         | 2,681.00        | 137.50           |
| 12/12                      | Towers Watson Delaware Inc.                   | 600.00                    |                  |                 |                  |
| 12/12                      | TSE Services, Inc.                            | 24,414.00                 |                  |                 |                  |
| 12/12                      | Ziemer, Stayman, Weitzel                      | 3,585.75                  |                  |                 |                  |
| 12/12                      | Ziemer, Stayman, Weitzel                      | 2,574.11                  |                  |                 |                  |
| 12/12                      | Insurance Write Off                           | 10.06                     |                  |                 |                  |
| <b>Total December 2012</b> |   | <b>92,953.67</b>          | <b>5,091.50</b>  | <b>9,349.50</b> | <b>137.50</b>    |

|       |   |          |  |  |  |
|-------|---|----------|--|--|--|
| 01/13 | Catalyst Consulting LLc                     |          |  |  |  |
| 01/13 | Catalyst Consulting LLc                     |          |  |  |  |
| 01/13 | Fidelity Institutional Operations Co., Inc. | 3,750.00 |  |  |  |

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| Month Booked | Vendor                         | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|--------------------------------|---------------------------|------------------|----------------|------------------|
| 01/13        | KAEC                           |                           |                  |                |                  |
| 01/13        | KPMG LLP                       |                           |                  |                |                  |
| 01/13        | Mercer Inc/Wm. M.              | 18,405.00                 |                  |                |                  |
| 01/13        | Navigant Consulting, Inc.      |                           |                  |                |                  |
| 01/13        | Orrick, Herrington & Sutcliffe | 1,321.25                  |                  |                |                  |
| 01/13        | Orrick, Herrington & Sutcliffe | 960.15                    |                  |                |                  |
| 01/13        | Orrick, Herrington & Sutcliffe |                           |                  |                |                  |
| 01/13        | Orrick, Herrington & Sutcliffe |                           |                  |                |                  |
| 01/13        | Orrick, Herrington & Sutcliffe |                           |                  | 795.04         |                  |
| 01/13        | Orrick, Herrington & Sutcliffe | 664.74                    |                  |                |                  |

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| Month Booked              | Vendor  | General<br>Corporate<br>Matters | Fuel<br>Procurement | Smelter<br>Issues | HMP&L<br>Litigation |
|---------------------------|---|---------------------------------|---------------------|-------------------|---------------------|
| 01/13                     | Orrick, Herrington & Sutcliffe                |                                 |                     |                   |                     |
| 01/13                     | Prime Group LLC/The                           |                                 |                     |                   |                     |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 14,697.78                       | 16,333.00           | 3,790.50          | 110.00              |
| 01/13                     | Ziemer, Stayman, Weitzel                      | 2,717.25                        |                     |                   |                     |
| 01/13                     | Insurance Write Off                           | 9.92                            |                     |                   |                     |
| <b>Total January 2013</b> |   | <b>42,526.09</b>                | <b>16,333.00</b>    | <b>4,585.54</b>   | <b>110.00</b>       |

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| Month Booked | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|---|---------------------------|------------------|----------------|------------------|
| 02/13        | American Management Consulting LLC            | 1,247.27                  |                  |                |                  |
| 02/13        | American Management Consulting LLC            |                           |                  |                |                  |
| 02/13        | Felicia T. Burda                              | 3,490.83                  |                  |                |                  |
| 02/13        | Dinsmore & Shohl LLP                          |                           |                  | 525.32         |                  |
| 02/13        | Doe Anderson                                  |                           |                  | 6,127.50       |                  |
| 02/13        | Duke Energy Ohio Inc.                         |                           |                  |                |                  |
| 02/13        | GDS Associates Inc.                           |                           |                  |                |                  |
| 02/13        | Hogan & Lovells LLP                           |                           |                  |                |                  |
| 02/13        | KPMG LLP                                      |                           |                  |                |                  |
| 02/13        | McBrayer, McGinnis, Leslie                    | 1,119.50                  |                  |                |                  |
| 02/13        | Mercer Inc/Wm. M.                             | 20,163.00                 |                  |                |                  |
| 02/13        | Mercer Inc/Wm. M.                             | 14,892.00                 |                  |                |                  |
| 02/13        | Prime Group LLC/The                           |                           |                  |                |                  |
| 02/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 14,188.68                 | 9,320.00         | 11,922.00      |                  |

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| Month Booked               | Vendor                                 | General Corporate Matters | Fuel Procurement | Smelter Issues   | HMP&L Litigation |
|----------------------------|--|---------------------------|------------------|------------------|------------------|
| 02/13                      | Insurance Write Off                    | 10.40                     |                  |                  |                  |
| <b>Total February 2013</b> |  | <b>55,111.68</b>          | <b>9,320.00</b>  | <b>18,574.82</b> | <b>0.00</b>      |
| 03/13                      | American Management Consulting LLC     | 992.46                    |                  |                  |                  |
| 03/13                      | Bass, Berry, Simms PLC                 | 28,863.50                 |                  |                  |                  |
| 03/13                      | Burns & McDonnell Engineering Co. Inc. |                           |                  |                  |                  |
| 03/13                      | Cardwell Energy Associates Inc.        |                           |                  |                  |                  |
| 03/13                      | Catalyst Consulting LLc                |                           |                  | 2,975.00         |                  |
| 03/13                      | GDS Associates Inc.                    |                           |                  |                  |                  |
| 03/13                      | GDS Associates Inc.                    |                           |                  |                  |                  |
| 03/13                      | Hogan & Lovells LLP                    |                           |                  |                  |                  |

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| Month Booked | Vendor                         | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|--------------------------------|---------------------------|------------------|----------------|------------------|
| 03/13        | KPMG LLP                       |                           |                  |                |                  |
| 03/13        | McBrayer, McGinnis, Leslie     | 1,119.50                  |                  |                |                  |
| 03/13        | McBrayer, McGinnis, Leslie     | 1,119.50                  |                  |                |                  |
| 03/13        | Mercer Inc/Wm. M.              | 2,977.00                  |                  |                |                  |
| 03/13        | Mercer Inc/Wm. M.              | 3,596.00                  |                  |                |                  |
| 03/13        | Orrick, Herrington & Sutcliffe | 4,651.36                  |                  |                |                  |
| 03/13        | Orrick, Herrington & Sutcliffe |                           |                  |                |                  |
| 03/13        | Orrick, Herrington & Sutcliffe | 5,660.08                  |                  |                |                  |
| 03/13        | Orrick, Herrington & Sutcliffe |                           |                  | 47,165.29      |                  |
| 03/13        | Orrick, Herrington & Sutcliffe |                           |                  | 460.19         |                  |
| 03/13        | Orrick, Herrington & Sutcliffe | 554.15                    |                  |                |                  |
| 03/13        | Shipman and Goodwin            |                           |                  |                |                  |

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| Month Booked            | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues   | HMP&L Litigation |
|-------------------------|---|---------------------------|------------------|------------------|------------------|
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 18,931.30                 | 13,071.50        | 35,744.80        | 16.50            |
| 03/13                   | Towers Watson Delaware Inc                    | 450.00                    |                  |                  |                  |
| 03/13                   | Ziemer, Stayman, Weitzel                      | 2,948.75                  |                  |                  |                  |
| 03/13                   | Insurance Write Off                           | 9.98                      |                  |                  |                  |
| <b>Total March 2013</b> |   | <b>71,873.58</b>          | <b>13,071.50</b> | <b>86,345.28</b> | <b>16.50</b>     |
| 04/13                   | American Management Consulting LLC            | 140.00                    |                  |                  |                  |
| 04/13                   | Burns & McDonnell Engineering Co. Inc.        |                           |                  |                  |                  |
| 04/13                   | Dinsmore & Shohl LLP                          |                           |                  |                  |                  |
| 04/13                   | Fidelity Institutional Operations Co., Inc.   | 3,750.00                  |                  |                  |                  |
| 04/13                   | GDS Associates Inc.                           |                           |                  |                  |                  |

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| Month Booked | Vendor  | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|---|---------------------------|------------------|----------------|------------------|
| 04/13        | KPMG LLP                                      |                           |                  |                |                  |
| 04/13        | Mercer Inc/Wm. M.                             | 10,280.00                 |                  |                |                  |
| 04/13        | Orrick, Herrington & Sutcliffe                |                           |                  |                |                  |
| 04/13        | Orrick, Herrington & Sutcliffe                |                           |                  | 24,544.90      |                  |
| 04/13        | Orrick, Herrington & Sutcliffe                | 1,174.14                  |                  |                |                  |
| 04/13        | Orrick, Herrington & Sutcliffe                |                           |                  |                |                  |
| 04/13        | Orrick, Herrington & Sutcliffe                |                           |                  |                |                  |
| 04/13        | Prime Group LLC/The                           |                           |                  |                |                  |
| 04/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 12,373.05                 | 18,507.37        | 35,101.12      | 22.00            |
| 04/13        | TSE Services                                  | 24,414.00                 |                  |                |                  |



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| Month Booked            | Vendor                   | General Corporate Matters | Fuel Procurement | Smelter Issues   | HMP&L Litigation |
|-------------------------|--------------------------|---------------------------|------------------|------------------|------------------|
| 04/13                   | Ziemer, Stayman, Weitzel | 1,186.00                  |                  |                  |                  |
| 04/13                   | Ziemer, Stayman, Weitzel | 2,310.00                  |                  |                  |                  |
| 04/13                   | Insurance Write Off      | 9.98                      |                  |                  |                  |
| <b>Total April 2013</b> |                          | <b>55,637.17</b>          | <b>18,507.37</b> | <b>59,646.02</b> | <b>22.00</b>     |

05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 Cardwell Energy Associates Inc.

262.50

05/13 KPMG LLP  
05/13 Latham and Watkins LLP

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| Month Booked | Vendor                         | General Corporate Matters | Fuel Procurement | Smelter Issues | HMP&L Litigation |
|--------------|--------------------------------|---------------------------|------------------|----------------|------------------|
| 05/13        | Latham and Watkins LLP         |                           |                  |                |                  |
| 05/13        | Latham and Watkins LLP         |                           |                  |                |                  |
| 05/13        | Latham and Watkins LLP         |                           |                  |                |                  |
| 05/13        | Latham and Watkins LLP         |                           |                  |                |                  |
| 05/13        | Latham and Watkins LLP         |                           |                  |                |                  |
| 05/13        | Latham and Watkins LLP         |                           |                  |                |                  |
| 05/13        | Latham and Watkins LLP         |                           |                  |                |                  |
| 05/13        | McBrayer, McGinnis, Leslie     | 1,137.05                  |                  |                |                  |
| 05/13        | Mercer Inc/Wm. M.              | 12,670.00                 |                  |                |                  |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                  |                |                  |
| 05/13        | Orrick, Herrington & Sutcliffe | 184.08                    |                  |                |                  |
| 05/13        | Orrick, Herrington & Sutcliffe | 372.82                    |                  |                |                  |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                  |                |                  |

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| Month | Vendor                         | General<br>Corporate<br>Matters | Fuel<br>Procurement | Smelter<br>Issues | HMP&L<br>Litigation |
|-------|--------------------------------|---------------------------------|---------------------|-------------------|---------------------|
| 05/13 | Orrick, Herrington & Sutcliffe |                                 |                     |                   |                     |
| 05/13 | Orrick, Herrington & Sutcliffe | 38.89                           |                     |                   |                     |
| 05/13 | Orrick, Herrington & Sutcliffe |                                 |                     |                   |                     |
| 05/13 | Orrick, Herrington & Sutcliffe |                                 |                     | 5,086.12          |                     |
| 05/13 | Orrick, Herrington & Sutcliffe |                                 |                     | 35,864.17         |                     |
| 05/13 | Orrick, Herrington & Sutcliffe |                                 |                     |                   |                     |
| 05/13 | Orrick, Herrington & Sutcliffe |                                 |                     |                   |                     |
| 05/13 | Prime Group LLC/The            |                                 |                     |                   |                     |
| 05/13 | Prime Group LLC/The            |                                 |                     |                   |                     |

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| Month Booked  | Vendor  | General Corporate Matters | Fuel Procurement  | Smelter Issues    | HMP&L Litigation |
|---|---|---------------------------|-------------------|-------------------|------------------|
| 05/13   | Shipman and Goodwin                           |                           |                   |                   |                  |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 13,340.43                 | 19,464.50         | 12,574.69         | 267.25           |
| 05/13   | Insurance Write Off                           | 9.98                      |                   |                   |                  |
| <b>Total May 2013</b>                               |   | <b>27,753.25</b>          | <b>19,464.50</b>  | <b>53,787.48</b>  | <b>267.25</b>    |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | <b>847,246.06</b>         | <b>159,381.37</b> | <b>402,535.20</b> | <b>7,237.42</b>  |

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| Month Booked | Vendor                                    | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 06/12        | ACES Power Marketing LLC                  |                                     |              |                        |                          |
| 06/12        | American Management Consulting LLC        |                                     |              |                        |                          |
| 06/12        | American Management Consulting LLC        |                                     |              |                        |                          |
| 06/12        | Burns and McDonnell Engineering Co., Inc. |                                     |              |                        |                          |
| 06/12        | Burns and McDonnell Engineering Co., Inc. |                                     |              |                        |                          |
| 06/12        | Catalyst Consulting LLC                   |                                     |              |                        |                          |
| 06/12        | Catalyst Consulting LLC                   |                                     |              |                        |                          |
| 06/12        | Catalyst Consulting LLC                   |                                     |              |                        |                          |
| 06/12        | DB Consulting LLC                         |                                     |              | 1,905.95               |                          |
| 06/12        | GDS Associates Inc.                       |                                     |              |                        |                          |
| 06/12        | Hogan & Lovells LLP                       |                                     |              |                        |                          |
| 06/12        | Integrity Development Consultants Inc.    |                                     |              |                        |                          |
| 06/12        | McBrayer, McGinnis, Leslie                |                                     |              |                        |                          |
| 06/12        | Mercer Inc/Wm. M.                         |                                     |              |                        |                          |
| 06/12        | Navigant Consulting, Inc.                 |                                     |              |                        |                          |
| 06/12        | Orrick, Herrington & Sutcliffe            |                                     |              |                        |                          |

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| Month Booked           | Vendor  | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|------------------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 06/12                  | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 06/12                  | Prime Group LLC/The                           |                                     |              |                        |                          |
| 06/12                  | Sargent and Lundy LLC                         |                                     |              |                        |                          |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 06/12                  | TSE Services, Inc.                            |                                     |              |                        |                          |
| 06/12                  | Vantage Energy Consulting LLP                 |                                     |              |                        |                          |
| 06/12                  | Vantage Energy Consulting LLP                 |                                     |              |                        |                          |
| 06/12                  | Ziemer, Stayman, Weitzel                      |                                     |              |                        |                          |
| 06/12                  | Insurance Write Off                           |                                     |              |                        |                          |
| <b>Total June 2012</b> |   | 0.00                                | 0.00         | 1,905.95               | 0.00                     |

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| Month Booked | Vendor                                      | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 07/12        | ACES Power Marketing LLC                    |                                     |              |                        |                          |
| 07/12        | American Management Consulting LLC          |                                     |              |                        |                          |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   |                                     |              |                        |                          |
| 07/12        | Catalyst Consulting LLC                     |                                     |              |                        |                          |
| 07/12        | Catalyst Consulting LLC                     |                                     |              |                        |                          |
| 07/12        | Catalyst Consulting LLC                     |                                     |              |                        |                          |
| 07/12        | Catalyst Consulting LLC                     |                                     |              |                        |                          |
| 07/12        | DB Consulting LLC                           |                                     |              | 1,725.83               |                          |
| 07/12        | DLA Piper LLP                               |                                     |              |                        |                          |
| 07/12        | Duke Energy Ohio Inc.                       |                                     | 5,996.65     |                        |                          |
| 07/12        | Fidelity Institutional Operations Co., Inc. |                                     |              |                        |                          |
| 07/12        | GDS Associates Inc.                         |                                     |              |                        |                          |
| 07/12        | Hogan & Lovells LLP                         |                                     |              |                        |                          |
| 07/12        | Integrity Development Consultants Inc.      |                                     |              |                        |                          |

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| Month Booked | Vendor                                 | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|--|-------------------------------------|--------------|------------------------|--------------------------|
| 07/12        | Integrity Development Consultants Inc. |                                     |              |                        |                          |
| 07/12        | McBrayer, McGinnis, Leslie             |                                     |              |                        |                          |
| 07/12        | Mercer Inc/Wm. M.                      |                                     |              |                        |                          |
| 07/12        | Myriad CPA Group                       |                                     |              |                        |                          |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |



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| Month Booked           | Vendor  | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|------------------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 07/12                  | Sargent and Lundy LLC                         |                                     |              |                        |                          |
| 07/12                  | Siemens Industry Inc.                         |                                     |              |                        |                          |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 07/12                  | Ziemer, Stayman, Weitzel                      |                                     |              |                        |                          |
| 07/12                  | Insurance Write Off                           |                                     |              |                        |                          |
| <b>Total July 2012</b> |   | 0.00                                | 5,996.65     | 1,725.83               | 0.00                     |

08/12 ACES Power Marketing LLC  
08/12 ACES Power Marketing LLC

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| Month Booked | Vendor                                    | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 08/12        | American Management Consulting LLC        |                                     |              |                        |                          |
| 08/12        | Burns and McDonnell Engineering Co., Inc. |                                     |              |                        |                          |
| 08/12        | Catalyst Consulting LLC                   |                                     |              |                        |                          |
| 08/12        | Catalyst Consulting LLC                   |                                     |              |                        |                          |
| 08/12        | DB Consulting LLC                         |                                     |              | 1,671.63               |                          |
| 08/12        | DB Consulting LLC                         |                                     |              | 2,590.58               |                          |
| 08/12        | Doe Anderson                              |                                     |              |                        |                          |
| 08/12        | GDS Associates Inc.                       |                                     |              |                        |                          |
| 08/12        | Hogan & Lovells LLP                       |                                     |              |                        |                          |
| 08/12        | Integrity Development Consultants Inc.    |                                     |              |                        |                          |
| 08/12        | Itron Inc.                                |                                     |              |                        |                          |
| 08/12        | Kentucky State Treasurer                  |                                     |              |                        |                          |
| 08/12        | KPMG LLP                                  |                                     |              |                        |                          |
| 08/12        | KPMG LLP                                  |                                     |              |                        |                          |
| 08/12        | KPMG LLP                                  |                                     |              |                        |                          |
| 08/12        | McBrayer, McGinnis, Leslie                |                                     |              |                        |                          |

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| Month Booked | Vendor                         | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|--------------------------------|-------------------------------------|--------------|------------------------|--------------------------|
| 08/12        | McBrayer, McGinnis, Leslie     |                                     |              |                        |                          |
| 08/12        | Mercer Inc/Wm. M.              |                                     |              |                        |                          |
| 08/12        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 08/12        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 08/12        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 08/12        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 08/12        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 08/12        | Sargent and Lundy LLC          |                                     |              |                        |                          |
| 08/12        | Sargent and Lundy LLC          |                                     |              |                        |                          |
| 08/12        | Siemens Industry Inc.          |                                     |              |                        |                          |

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| Month Booked             | Vendor  | FAC Clause & 6 Mo. & 2 Yr Review | MISO Matters | Monitor MISO Groups | Government Strategies |
|--------------------------|---|----------------------------------|--------------|---------------------|-----------------------|
| 08/12                    | Siemens Industry Inc.                         |                                  |              |                     |                       |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                  |              |                     |                       |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 187.00                           |              |                     |                       |
| 08/12                    | Vantage Energy Consulting LLP                 |                                  |              |                     |                       |
| 08/12                    | Vantage Energy Consulting LLP                 |                                  |              |                     |                       |
| 08/12                    | Ziemer, Stayman, Weitzel                      |                                  |              |                     |                       |
| 08/12                    | Insurance Write Off                           |                                  |              |                     |                       |
| <b>Total August 2012</b> |   | <b>187.00</b>                    | <b>0.00</b>  | <b>4,262.21</b>     | <b>0.00</b>           |

09/12 American Management Consulting LLC  
09/12 Burns and McDonnell Engineering Co., Inc.

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| Month Booked | Vendor                                 | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|--|-------------------------------------|--------------|------------------------|--------------------------|
| 09/12        | Cardwell Energy Associates Inc.        | 1,000.00                            |              |                        |                          |
| 09/12        | Catalyst Consulting LLC                |                                     |              |                        |                          |
| 09/12        | Doe Anderson                           |                                     |              |                        |                          |
| 09/12        | Hogan & Lovells LLP                    |                                     |              |                        |                          |
| 09/12        | Hunton & Williams LLP                  |                                     |              |                        |                          |
| 09/12        | Integrity Development Consultants Inc. |                                     |              |                        |                          |
| 09/12        | McBrayer, McGinnis, Leslie             |                                     |              |                        |                          |
| 09/12        | Mercer Inc/Wm. M.                      |                                     |              |                        |                          |
| 09/12        | Myriad CPA Group                       |                                     |              |                        |                          |
| 09/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |
| 09/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |
| 09/12        | Orrick, Herrington & Sutcliffe         |                                     |              |                        |                          |

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**Witness: Billie J. Richert**

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| Month Booked                | Vendor  | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|-----------------------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 09/12                       | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 09/12                       | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 1,156.00                            |              |                        |                          |
| 09/12                       | TSE Services, Inc.                            |                                     |              |                        |                          |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                                     |              |                        |                          |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                                     |              |                        |                          |
| 09/12                       | Insurance Write Off                           |                                     |              |                        |                          |
| <b>Total September 2012</b> |   | <b>2,156.00</b>                     | <b>0.00</b>  | <b>0.00</b>            | <b>0.00</b>              |

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| Month Booked | Vendor                                      | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 10/12        | ACES Power Marketing LLC                    |                                     |              |                        |                          |
| 10/12        | American Management Consulting LLC          |                                     |              |                        |                          |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   |                                     |              |                        |                          |
| 10/12        | Catalyst Consulting LLC                     |                                     |              |                        |                          |
| 10/12        | Catalyst Consulting LLC                     |                                     |              |                        |                          |
| 10/12        | DB Consulting LLC                           |                                     |              | 1,711.09               |                          |
| 10/12        | Doe Anderson                                |                                     |              |                        |                          |
| 10/12        | Doe Anderson                                |                                     |              |                        |                          |
| 10/12        | Fidelity Institutional Operations Co., Inc. |                                     |              |                        |                          |
| 10/12        | GDS Associates Inc.                         |                                     |              |                        |                          |
| 10/12        | Hogan & Lovells LLP                         |                                     |              |                        |                          |
| 10/12        | Hogan & Lovells LLP                         |                                     |              |                        |                          |
| 10/12        | Hogan & Lovells LLP                         |                                     |              |                        |                          |

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| Month Booked | Vendor                         | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|--------------------------------|-------------------------------------|--------------|------------------------|--------------------------|
| 10/12        | Hogan & Lovells LLP            |                                     |              |                        |                          |
| 10/12        | Hogan & Lovells LLP            |                                     |              |                        |                          |
| 10/12        | Hunton & Williams LLP          |                                     |              |                        |                          |
| 10/12        | Itron Inc.                     |                                     |              |                        |                          |
| 10/12        | Kentucky State Treasurer       |                                     |              |                        |                          |
| 10/12        | L. Robert Kimball              |                                     |              |                        |                          |
| 10/12        | L. Robert Kimball              |                                     |              |                        |                          |
| 10/12        | L. Robert Kimball              |                                     |              |                        |                          |
| 10/12        | L. Robert Kimball              |                                     |              |                        |                          |
| 10/12        | McBrayer, McGinnis, Leslie     |                                     |              |                        |                          |
| 10/12        | Mercer Inc/Wm. M.              |                                     |              |                        |                          |
| 10/12        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |



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| Month Booked | Vendor  | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 10/12        | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 10/12        | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 10/12        | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 10/12        | Power Cost Inc./PCI                           |                                     | 6,950.95     |                        |                          |
| 10/12        | Prime Group LLC/The                           |                                     |              |                        |                          |
| 10/12        | Sargent and Lundy LLC                         |                                     |              |                        |                          |
| 10/12        | Siemens Industry Inc.                         |                                     |              |                        |                          |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |

**Big Rivers Electric Corporation**  
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| Month Booked       | Vendor  | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 10/12              | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 4,726.00                            |              |                        |                          |
| 10/12              | Vantage Energy Consulting LLP                 |                                     |              |                        |                          |
| 10/12              | Insurance Write Off                           |                                     |              |                        |                          |
| Total October 2012 |   | 4,726.00                            | 6,950.95     | 1,711.09               | 0.00                     |

11/12 American Management Consulting LLC  
11/12 Burns and McDonnell Engineering Co., Inc.

11/12 Burns and McDonnell Engineering Co., Inc.

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| Month Booked | Vendor                                    | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 11/12        | Burns and McDonnell Engineering Co., Inc. |                                     |              |                        |                          |
| 11/12        | Burns and McDonnell Engineering Co., Inc. |                                     |              |                        |                          |
| 11/12        | Burns and McDonnell Engineering Co., Inc. |                                     |              |                        |                          |

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| Month Booked | Vendor                         | FAC Clause & 6 Mo. & 2 Yr Review | MISO Matters | Monitor MISO Groups | Government Strategies |
|--------------|--------------------------------|----------------------------------|--------------|---------------------|-----------------------|
| 11/12        | Dinsmore & Shohl LLP           |                                  |              |                     |                       |
| 11/12        | DB Consulting LLC              |                                  |              |                     |                       |
| 11/12        | Doe Anderson                   |                                  |              |                     | 2,737.78              |
| 11/12        | GDS Associates Inc.            |                                  |              |                     |                       |
| 11/12        | Hogan & Lovells LLP            |                                  |              |                     |                       |
| 11/12        | KPMG LLP                       |                                  |              |                     |                       |
| 11/12        | KPMG LLP                       |                                  |              |                     |                       |
| 11/12        | McBrayer, McGinnis, Leslie     |                                  |              |                     |                       |
| 11/12        | Mercer Inc/Wm. M.              |                                  |              |                     |                       |
| 11/12        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 11/12        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 11/12        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 11/12        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 11/12        | Southwest Power Pool           |                                  |              |                     |                       |

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| Month Booked        | Vendor  | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|---------------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 11/12               | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 11/12               | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 11/12               | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 11/12               | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 11/12               | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 11/12               | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 11/12               | Ziemer, Stayman, Weitzel                      |                                     |              |                        |                          |
| 11/12               | Insurance Write Off                           |                                     |              |                        |                          |
| Total November 2012 |   | 0.00                                | 0.00         | 2,737.78               | 0.00                     |

12/12 American Management Consulting LLC  
12/12 Burns and McDonnell Engineering Co., Inc.  
12/12 Burns and McDonnell Engineering Co., Inc.  
  
12/12 Burns and McDonnell Engineering Co., Inc.

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| Month Booked | Vendor                                    | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 12/12        | Burns and McDonnell Engineering Co., Inc. |                                     |              |                        |                          |
| 12/12        | DB Consulting LLC                         |                                     |              | 1,187.40               |                          |
| 12/12        | Dinsmore & Shohl LLP                      |                                     |              |                        |                          |
| 12/12        | Dinsmore & Shohl LLP                      |                                     |              |                        |                          |
| 12/12        | Doe Anderson                              |                                     |              |                        |                          |
| 12/12        | Duke Energy Ohio Inc.                     |                                     | 8,236.20     |                        |                          |
| 12/12        | Duke Energy Ohio Inc.                     |                                     | 6,602.79     |                        |                          |
| 12/12        | Hogan & Lovells LLP                       |                                     | 154.00       |                        |                          |
| 12/12        | Kentucky State Treasurer                  |                                     |              |                        |                          |
| 12/12        | McBrayer, McGinnis, Leslie                |                                     |              |                        |                          |
| 12/12        | McBrayer, McGinnis, Leslie                |                                     |              |                        |                          |
| 12/12        | Mercer Inc/Wm. M.                         |                                     |              |                        |                          |
| 12/12        | Orrick, Herrington & Sutcliffe            |                                     |              |                        |                          |
| 12/12        | Orrick, Herrington & Sutcliffe            |                                     |              |                        |                          |
| 12/12        | Prime Group LLC/The                       |                                     | 1,046.38     |                        |                          |

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| Month Booked               | Vendor  | FAC Clause & 6 Mo. & 2 Yr Review | MISO Matters     | Monitor MISO Groups | Government Strategies |
|----------------------------|---|----------------------------------|------------------|---------------------|-----------------------|
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                  |                  |                     |                       |
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                  |                  |                     |                       |
| 12/12                      | Towers Watson Delaware Inc.                   |                                  |                  |                     |                       |
| 12/12                      | TSE Services, Inc.                            |                                  |                  |                     |                       |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                                  |                  |                     |                       |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                                  |                  |                     |                       |
| 12/12                      | Insurance Write Off                           |                                  |                  |                     |                       |
| <b>Total December 2012</b> |   | <b>0.00</b>                      | <b>16,039.37</b> | <b>1,187.40</b>     | <b>0.00</b>           |

01/13 Catalyst Consulting LLc  
01/13 Catalyst Consulting LLc  
01/13 Fidelity Institutional Operations Co., Inc.

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|--------------|--------------------------------|-------------------------------------|--------------|------------------------|--------------------------|
| 01/13        | KAEC                           |                                     |              |                        | 15,000.00                |
| 01/13        | KPMG LLP                       |                                     |              |                        |                          |
| 01/13        | Mercer Inc/Wm. M.              |                                     |              |                        |                          |
| 01/13        | Navigant Consulting, Inc.      |                                     |              |                        |                          |
| 01/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 01/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 01/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 01/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 01/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 01/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |



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| Month Booked              | Vendor  | FAC Clause & 6 Mo. & 2 Yr Review | MISO Matters    | Monitor MISO Groups | Government Strategies |
|---------------------------|---|----------------------------------|-----------------|---------------------|-----------------------|
| 01/13                     | Orrick, Herrington & Sutcliffe                |                                  |                 |                     |                       |
| 01/13                     | Prime Group LLC/The                           |                                  | 3,758.55        |                     |                       |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                  |                 |                     |                       |
| 01/13                     | Ziemer, Stayman, Weitzel                      |                                  |                 |                     |                       |
| 01/13                     | Insurance Write Off                           |                                  |                 |                     |                       |
| <b>Total January 2013</b> |   | <b>0.00</b>                      | <b>3,758.55</b> | <b>0.00</b>         | <b>15,000.00</b>      |

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| Month Booked | Vendor  | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 02/13        | American Management Consulting LLC            |                                     |              |                        |                          |
| 02/13        | American Management Consulting LLC            |                                     |              |                        |                          |
| 02/13        | Felicia T. Burda                              |                                     |              |                        |                          |
| 02/13        | Dinsmore & Shohl LLP                          |                                     |              |                        |                          |
| 02/13        | Doe Anderson                                  |                                     |              |                        |                          |
| 02/13        | Duke Energy Ohio Inc.                         |                                     | 6,895.95     |                        |                          |
| 02/13        | GDS Associates Inc.                           |                                     |              |                        |                          |
| 02/13        | Hogan & Lovells LLP                           |                                     | 4,337.57     |                        |                          |
| 02/13        | KPMG LLP                                      |                                     | 1,326.00     |                        |                          |
| 02/13        | McBrayer, McGinnis, Leslie                    |                                     |              |                        |                          |
| 02/13        | Mercer Inc/Wm. M.                             |                                     |              |                        |                          |
| 02/13        | Mercer Inc/Wm. M.                             |                                     |              |                        |                          |
| 02/13        | Prime Group LLC/The                           |                                     | 5,575.48     |                        |                          |
| 02/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 901.00                              |              |                        |                          |

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| Month Booked               | Vendor              | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|----------------------------|---------------------|-------------------------------------|--------------|------------------------|--------------------------|
| 02/13                      | Insurance Write Off |                                     |              |                        |                          |
| <b>Total February 2013</b> |                     | 901.00                              | 18,135.00    | 0.00                   | 0.00                     |

03/13 American Management Consulting LLC  
03/13 Bass, Berry, Simms PLC

03/13 Burns & McDonnell Engineering Co. Inc.  
03/13 Cardwell Energy Associates Inc.  
03/13 Catalyst Consulting LLc  
03/13 GDS Associates Inc.

1,500.00

03/13 GDS Associates Inc.  
03/13 Hogan & Lovells LLP

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| Month Booked | Vendor                         | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|--------------------------------|-------------------------------------|--------------|------------------------|--------------------------|
| 03/13        | KPMG LLP                       |                                     |              |                        |                          |
| 03/13        | McBrayer, McGinnis, Leslie     |                                     |              |                        |                          |
| 03/13        | McBrayer, McGinnis, Leslie     |                                     |              |                        |                          |
| 03/13        | Mercer Inc/Wm. M.              |                                     |              |                        |                          |
| 03/13        | Mercer Inc/Wm. M.              |                                     |              |                        |                          |
| 03/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 03/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 03/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 03/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 03/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 03/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 03/13        | Shipman and Goodwin            |                                     |              |                        |                          |

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| Month Booked            | Vendor  | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|-------------------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 527.00                              |              |                        |                          |
| 03/13                   | Towers Watson Delaware Inc                    |                                     |              |                        |                          |
| 03/13                   | Ziemer, Stayman, Weitzel                      |                                     |              |                        |                          |
| 03/13                   | Insurance Write Off                           |                                     |              |                        |                          |
| <b>Total March 2013</b> |   | 2,027.00                            | 0.00         | 0.00                   | 0.00                     |

04/13 American Management Consulting LLC  
04/13 Burns & McDonnell Engineering Co. Inc.

04/13 Dinsmore & Shohl LLP  
04/13 Fidelity Institutional Operations Co., Inc.  
04/13 GDS Associates Inc.

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| Month Booked | Vendor  | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|---|-------------------------------------|--------------|------------------------|--------------------------|
| 04/13        | KPMG LLP                                      |                                     |              |                        |                          |
| 04/13        | Mercer Inc/Wm. M.                             |                                     |              |                        |                          |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                     |              |                        |                          |
| 04/13        | Prime Group LLC/The                           |                                     | 3,784.83     |                        |                          |
| 04/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 3,116.10                            |              |                        |                          |
| 04/13        | TSE Services                                  |                                     |              |                        |                          |

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| Month Booked            | Vendor                   | FAC Clause & 6 Mo. & 2 Yr Review | MISO Matters    | Monitor MISO Groups | Government Strategies |
|-------------------------|--------------------------|----------------------------------|-----------------|---------------------|-----------------------|
| 04/13                   | Ziemer, Stayman, Weitzel |                                  |                 |                     |                       |
| 04/13                   | Ziemer, Stayman, Weitzel |                                  |                 |                     |                       |
| 04/13                   | Insurance Write Off      |                                  |                 |                     |                       |
| <b>Total April 2013</b> |                          | <b>3,116.10</b>                  | <b>3,784.83</b> | <b>0.00</b>         | <b>0.00</b>           |

|       |                                    |          |          |  |  |
|-------|------------------------------------|----------|----------|--|--|
| 05/13 | American Management Consulting LLC |          |          |  |  |
| 05/13 | American Management Consulting LLC |          |          |  |  |
| 05/13 | American Management Consulting LLC |          |          |  |  |
| 05/13 | American Management Consulting LLC |          |          |  |  |
| 05/13 | American Management Consulting LLC |          |          |  |  |
| 05/13 | Cardwell Energy Associates Inc.    | 2,158.67 |          |  |  |
| 05/13 | Doe Anderson                       |          |          |  |  |
| 05/13 | Duke Energy Ohio Inc.              |          | 6,743.75 |  |  |
| 05/13 | GDS Associates Inc.                |          |          |  |  |
| 05/13 | KPMG LLP                           |          |          |  |  |
| 05/13 | Latham and Watkins LLP             |          |          |  |  |

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| Month Booked | Vendor                         | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|--------------|--------------------------------|-------------------------------------|--------------|------------------------|--------------------------|
| 05/13        | Latham and Watkins LLP         |                                     |              |                        |                          |
| 05/13        | Latham and Watkins LLP         |                                     |              |                        |                          |
| 05/13        | Latham and Watkins LLP         |                                     |              |                        |                          |
| 05/13        | Latham and Watkins LLP         |                                     |              |                        |                          |
| 05/13        | Latham and Watkins LLP         |                                     |              |                        |                          |
| 05/13        | Latham and Watkins LLP         |                                     |              |                        |                          |
| 05/13        | McBrayer, McGinnis, Leslie     |                                     |              |                        |                          |
| 05/13        | Mercer Inc/Wm. M.              |                                     |              |                        |                          |
| 05/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 05/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 05/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |
| 05/13        | Orrick, Herrington & Sutcliffe |                                     |              |                        |                          |



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| Month Booked | Vendor                         | FAC Clause & 6 Mo. & 2 Yr Review | MISO Matters | Monitor MISO Groups | Government Strategies |
|--------------|--------------------------------|----------------------------------|--------------|---------------------|-----------------------|
| 05/13        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 05/13        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 05/13        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 05/13        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 05/13        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 05/13        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 05/13        | Orrick, Herrington & Sutcliffe |                                  |              |                     |                       |
| 05/13        | Prime Group LLC/The            |                                  | 4,567.14     |                     |                       |
| 05/13        | Prime Group LLC/The            |                                  | 4,027.58     |                     |                       |

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| Month Booked  | Vendor  | FAC Clause & 6 Mo.<br>& 2 Yr Review | MISO Matters | Monitor<br>MISO Groups | Government<br>Strategies |
|---|---|-------------------------------------|--------------|------------------------|--------------------------|
| 05/13   | Shipman and Goodwin                           |                                     |              |                        |                          |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                     |              |                        |                          |
| 05/13   | Insurance Write Off                           |                                     |              |                        |                          |
| <b>Total May 2013</b>                               |   | 2,158.67                            | 15,338.47    | 0.00                   | 0.00                     |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | 15,271.77                           | 70,003.82    | 13,530.26              | 15,000.00                |

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| Month | Vendor                                    | Annual<br>Financial<br>Audit | Tax Return<br>Preparation | Review<br>Financing<br>Documents | GKS<br>Benchmarking | Energy<br>Efficiency |
|-------|---|------------------------------|---------------------------|----------------------------------|---------------------|----------------------|
| 06/12 | ACES Power Marketing LLC                  |                              |                           |                                  |                     |                      |
| 06/12 | American Management Consulting LLC        |                              |                           |                                  |                     |                      |
| 06/12 | American Management Consulting LLC        |                              |                           |                                  |                     |                      |
| 06/12 | Burns and McDonnell Engineering Co., Inc. |                              |                           |                                  |                     |                      |
| 06/12 | Burns and McDonnell Engineering Co., Inc. |                              |                           |                                  |                     |                      |
| 06/12 | Catalyst Consulting LLC                   |                              |                           |                                  |                     |                      |
| 06/12 | Catalyst Consulting LLC                   |                              |                           |                                  |                     |                      |
| 06/12 | Catalyst Consulting LLC                   |                              |                           |                                  |                     |                      |
| 06/12 | DB Consulting LLC                         |                              |                           |                                  |                     |                      |
| 06/12 | GDS Associates Inc.                       |                              |                           |                                  |                     |                      |
| 06/12 | Hogan & Lovells LLP                       |                              |                           |                                  |                     | 680.00               |
| 06/12 | Integrity Development Consultants Inc.    |                              |                           |                                  |                     |                      |
| 06/12 | McBrayer, McGinnis, Leslie                |                              |                           |                                  |                     |                      |
| 06/12 | Mercer Inc/Wm. M.                         |                              |                           |                                  |                     |                      |
| 06/12 | Navigant Consulting, Inc.                 |                              |                           |                                  | 3,000.00            |                      |
| 06/12 | Orrick, Herrington & Sutcliffe            |                              |                           |                                  |                     |                      |

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| Month Booked           | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|------------------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 06/12                  | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 06/12                  | Prime Group LLC/The                           |                        |                        |                            |                  |                   |
| 06/12                  | Sargent and Lundy LLC                         |                        |                        |                            |                  |                   |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 06/12                  | TSE Services, Inc.                            |                        |                        |                            |                  |                   |
| 06/12                  | Vantage Energy Consulting LLP                 |                        |                        |                            |                  |                   |
| 06/12                  | Vantage Energy Consulting LLP                 |                        |                        |                            |                  |                   |
| 06/12                  | Ziemer, Stayman, Weitzel                      |                        |                        |                            |                  |                   |
| 06/12                  | Insurance Write Off                           |                        |                        |                            |                  |                   |
| <b>Total June 2012</b> |   | 0.00                   | 0.00                   | 0.00                       | 3,000.00         | 680.00            |

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| Month Booked | Vendor                                      | Annual<br>Financial<br>Audit | Tax Return<br>Preparation | Review<br>Financing<br>Documents | GKS<br>Benchmarking | Energy<br>Efficiency |
|--------------|---|------------------------------|---------------------------|----------------------------------|---------------------|----------------------|
| 07/12        | ACES Power Marketing LLC                    |                              |                           |                                  |                     |                      |
| 07/12        | American Management Consulting LLC          |                              |                           |                                  |                     |                      |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   |                              |                           |                                  |                     |                      |
| 07/12        | Catalyst Consulting LLC                     |                              |                           |                                  |                     |                      |
| 07/12        | Catalyst Consulting LLC                     |                              |                           |                                  |                     |                      |
| 07/12        | Catalyst Consulting LLC                     |                              |                           |                                  |                     |                      |
| 07/12        | Catalyst Consulting LLC                     |                              |                           |                                  |                     |                      |
| 07/12        | DB Consulting LLC                           |                              |                           |                                  |                     |                      |
| 07/12        | DLA Piper LLP                               |                              |                           |                                  |                     |                      |
| 07/12        | Duke Energy Ohio Inc.                       |                              |                           |                                  |                     |                      |
| 07/12        | Fidelity Institutional Operations Co., Inc. |                              |                           |                                  |                     |                      |
| 07/12        | GDS Associates Inc.                         |                              |                           |                                  |                     |                      |
| 07/12        | Hogan & Lovells LLP                         |                              |                           |                                  |                     |                      |
| 07/12        | Integrity Development Consultants Inc.      |                              |                           |                                  |                     |                      |

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| Month Booked | Vendor                                 | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|--|------------------------|------------------------|----------------------------|------------------|-------------------|
| 07/12        | Integrity Development Consultants Inc. |                        |                        |                            |                  |                   |
| 07/12        | McBrayer, McGinnis, Leslie             |                        |                        |                            |                  |                   |
| 07/12        | Mercer Inc/Wm. M.                      |                        |                        |                            |                  |                   |
| 07/12        | Myriad CPA Group                       |                        |                        |                            |                  |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |

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| Month Booked           | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|------------------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 07/12                  | Sargent and Lundy LLC                         |                        |                        |                            |                  |                   |
| 07/12                  | Siemens Industry Inc.                         |                        |                        |                            |                  |                   |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 07/12                  | Ziemer, Stayman, Weitzel                      |                        |                        |                            |                  |                   |
| 07/12                  | Insurance Write Off                           |                        |                        |                            |                  |                   |
| <b>Total July 2012</b> |   | <b>0.00</b>            | <b>0.00</b>            | <b>0.00</b>                | <b>0.00</b>      | <b>0.00</b>       |

08/12 ACES Power Marketing LLC  
08/12 ACES Power Marketing LLC

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| Month Booked | Vendor                                    | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 08/12        | American Management Consulting LLC        |                        |                        |                            |                  |                   |
| 08/12        | Burns and McDonnell Engineering Co., Inc. |                        |                        |                            |                  |                   |
| 08/12        | Catalyst Consulting LLC                   |                        |                        |                            |                  |                   |
| 08/12        | Catalyst Consulting LLC                   |                        |                        |                            |                  |                   |
| 08/12        | DB Consulting LLC                         |                        |                        |                            |                  |                   |
| 08/12        | DB Consulting LLC                         |                        |                        |                            |                  |                   |
| 08/12        | Doe Anderson                              |                        |                        |                            |                  |                   |
| 08/12        | GDS Associates Inc.                       |                        |                        |                            |                  | 3,602.10          |
| 08/12        | Hogan & Lovells LLP                       |                        |                        |                            |                  |                   |
| 08/12        | Integrity Development Consultants Inc.    |                        |                        |                            |                  |                   |
| 08/12        | Itron Inc.                                |                        |                        |                            |                  |                   |
| 08/12        | Kentucky State Treasurer                  |                        |                        |                            |                  |                   |
| 08/12        | KPMG LLP                                  |                        | 7,500.00               |                            |                  |                   |
| 08/12        | KPMG LLP                                  | 28,750.00              |                        |                            |                  |                   |
| 08/12        | KPMG LLP                                  |                        | 7,500.00               |                            |                  |                   |
| 08/12        | McBrayer, McGinnis, Leslie                |                        |                        |                            |                  |                   |



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| Month Booked | Vendor                         | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|--------------------------------|------------------------|------------------------|----------------------------|------------------|-------------------|
| 08/12        | McBrayer, McGinnis, Leslie     |                        |                        |                            |                  |                   |
| 08/12        | Mercer Inc/Wm. M.              |                        |                        |                            |                  |                   |
| 08/12        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 08/12        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 08/12        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 08/12        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 08/12        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 08/12        | Sargent and Lundy LLC          |                        |                        |                            |                  |                   |
| 08/12        | Sargent and Lundy LLC          |                        |                        |                            |                  |                   |
| 08/12        | Siemens Industry Inc.          |                        |                        |                            |                  |                   |

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| Month Booked             | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 08/12                    | Siemens Industry Inc.                         |                        |                        |                            |                  |                   |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 08/12                    | Vantage Energy Consulting LLP                 |                        |                        |                            |                  |                   |
| 08/12                    | Vantage Energy Consulting LLP                 |                        |                        |                            |                  |                   |
| 08/12                    | Ziemer, Stayman, Weitzel                      |                        |                        |                            |                  |                   |
| 08/12                    | Insurance Write Off                           |                        |                        |                            |                  |                   |
| <b>Total August 2012</b> |   | <b>28,750.00</b>       | <b>15,000.00</b>       | <b>0.00</b>                | <b>0.00</b>      | <b>3,602.10</b>   |

09/12 American Management Consulting LLC  
09/12 Burns and McDonnell Engineering Co., Inc.

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| Month Booked | Vendor                                 | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|--|------------------------|------------------------|----------------------------|------------------|-------------------|
| 09/12        | Cardwell Energy Associates Inc.        |                        |                        |                            |                  |                   |
| 09/12        | Catalyst Consulting LLC                |                        |                        |                            |                  |                   |
| 09/12        | Doe Anderson                           |                        |                        |                            |                  |                   |
| 09/12        | Hogan & Lovells LLP                    |                        |                        |                            |                  |                   |
| 09/12        | Hunton & Williams LLP                  |                        |                        |                            |                  |                   |
| 09/12        | Integrity Development Consultants Inc. |                        |                        |                            |                  |                   |
| 09/12        | McBrayer, McGinnis, Leslie             |                        |                        |                            |                  |                   |
| 09/12        | Mercer Inc/Wm. M.                      |                        |                        |                            |                  |                   |
| 09/12        | Myriad CPA Group                       |                        |                        |                            |                  |                   |
| 09/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |
| 09/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |
| 09/12        | Orrick, Herrington & Sutcliffe         |                        |                        |                            |                  |                   |

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| Month                       | Vendor  | Annual<br>Financial<br>Audit | Tax Return<br>Preparation | Review<br>Financing<br>Documents | GKS<br>Benchmarking | Energy<br>Efficiency |
|-----------------------------|---|------------------------------|---------------------------|----------------------------------|---------------------|----------------------|
| 09/12                       | Orrick, Herrington & Sutcliffe                |                              |                           |                                  |                     |                      |
| 09/12                       | Orrick, Herrington & Sutcliffe                |                              |                           |                                  |                     |                      |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 09/12                       | TSE Services, Inc.                            |                              |                           |                                  |                     |                      |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                              |                           |                                  |                     |                      |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                              |                           |                                  |                     |                      |
| 09/12                       | Insurance Write Off                           |                              |                           |                                  |                     |                      |
| <b>Total September 2012</b> |   | <b>0.00</b>                  | <b>0.00</b>               | <b>0.00</b>                      | <b>0.00</b>         | <b>0.00</b>          |

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| Month Booked | Vendor                                      | Annual<br>Financial<br>Audit | Tax Return<br>Preparation | Review<br>Financing<br>Documents | GKS<br>Benchmarking | Energy<br>Efficiency |
|--------------|---|------------------------------|---------------------------|----------------------------------|---------------------|----------------------|
| 10/12        | ACES Power Marketing LLC                    |                              |                           |                                  |                     |                      |
| 10/12        | American Management Consulting LLC          |                              |                           |                                  |                     |                      |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   |                              |                           |                                  |                     |                      |
| 10/12        | Catalyst Consulting LLC                     |                              |                           |                                  |                     |                      |
| 10/12        | Catalyst Consulting LLC                     |                              |                           |                                  |                     |                      |
| 10/12        | DB Consulting LLC                           |                              |                           |                                  |                     |                      |
| 10/12        | Doe Anderson                                |                              |                           |                                  |                     |                      |
| 10/12        | Doe Anderson                                |                              |                           |                                  |                     |                      |
| 10/12        | Fidelity Institutional Operations Co., Inc. |                              |                           |                                  |                     |                      |
| 10/12        | GDS Associates Inc.                         |                              |                           |                                  |                     |                      |
| 10/12        | Hogan & Lovells LLP                         |                              |                           |                                  |                     |                      |
| 10/12        | Hogan & Lovells LLP                         |                              |                           |                                  |                     |                      |
| 10/12        | Hogan & Lovells LLP                         |                              |                           |                                  |                     |                      |

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| Month Booked | Vendor                         | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|--------------------------------|------------------------|------------------------|----------------------------|------------------|-------------------|
| 10/12        | Hogan & Lovells LLP            |                        |                        |                            |                  |                   |
| 10/12        | Hogan & Lovells LLP            |                        |                        |                            |                  |                   |
| 10/12        | Hunton & Williams LLP          |                        |                        |                            |                  |                   |
| 10/12        | Itron Inc.                     |                        |                        |                            |                  |                   |
| 10/12        | Kentucky State Treasurer       |                        |                        |                            |                  |                   |
| 10/12        | L. Robert Kimball              |                        |                        |                            |                  |                   |
| 10/12        | L. Robert Kimball              |                        |                        |                            |                  |                   |
| 10/12        | L. Robert Kimball              |                        |                        |                            |                  |                   |
| 10/12        | L. Robert Kimball              |                        |                        |                            |                  |                   |
| 10/12        | McBrayer, McGinnis, Leslie     |                        |                        |                            |                  |                   |
| 10/12        | Mercer Inc/Wm. M.              |                        |                        |                            |                  |                   |
| 10/12        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |

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| Month Booked | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 10/12        | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 10/12        | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 10/12        | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 10/12        | Power Cost Inc./PCI                           |                        |                        |                            |                  |                   |
| 10/12        | Prime Group LLC/The                           |                        |                        |                            |                  |                   |
| 10/12        | Sargent and Lundy LLC                         |                        |                        |                            |                  |                   |
| 10/12        | Siemens Industry Inc.                         |                        |                        |                            |                  |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked              | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|---------------------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 10/12                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 10/12                     | Vantage Energy Consulting LLP                 |                        |                        |                            |                  |                   |
| 10/12                     | Insurance Write Off                           |                        |                        |                            |                  |                   |
| <b>Total October 2012</b> |   | 0.00                   | 0.00                   | 0.00                       | 0.00             | 0.00              |

11/12 American Management Consulting LLC  
 11/12 Burns and McDonnell Engineering Co., Inc.

11/12 Burns and McDonnell Engineering Co., Inc.



**Big Rivers Electric Corporation**  
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| Month Booked | Vendor                                    | Annual<br>Financial<br>Audit | Tax Return<br>Preparation | Review<br>Financing<br>Documents | GKS<br>Benchmarking | Energy<br>Efficiency |
|--------------|---|------------------------------|---------------------------|----------------------------------|---------------------|----------------------|
| 11/12        | Burns and McDonnell Engineering Co., Inc. |                              |                           |                                  |                     |                      |
| 11/12        | Burns and McDonnell Engineering Co., Inc. |                              |                           |                                  |                     |                      |
| 11/12        | Burns and McDonnell Engineering Co., Inc. |                              |                           |                                  |                     |                      |

**Big Rivers Electric Corporation  
Case No. 2013-00199  
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(Gross of City Share)**

| Month Booked | Vendor                         | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|--------------------------------|------------------------|------------------------|----------------------------|------------------|-------------------|
| 11/12        | Dinsmore & Shohl LLP           |                        |                        |                            |                  |                   |
| 11/12        | DB Consulting LLC              |                        |                        |                            |                  |                   |
| 11/12        | Doe Anderson                   |                        |                        |                            |                  |                   |
| 11/12        | GDS Associates Inc.            |                        |                        |                            |                  |                   |
| 11/12        | Hogan & Lovells LLP            |                        |                        |                            |                  | 510.00            |
| 11/12        | KPMG LLP                       |                        |                        |                            |                  |                   |
| 11/12        | KPMG LLP                       | 28,750.00              | 1,889.00               |                            |                  |                   |
| 11/12        | McBrayer, McGinnis, Leslie     |                        |                        |                            |                  |                   |
| 11/12        | Mercer Inc/Wm. M.              |                        |                        |                            |                  |                   |
| 11/12        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 11/12        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 11/12        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 11/12        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 11/12        | Southwest Power Pool           |                        |                        |                            |                  |                   |

**Big Rivers Electric Corporation**  
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| Month Booked               | Vendor  | Annual<br>Financial<br>Audit | Tax Return<br>Preparation | Review<br>Financing<br>Documents | GKS<br>Benchmarking | Energy<br>Efficiency |
|----------------------------|---|------------------------------|---------------------------|----------------------------------|---------------------|----------------------|
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                           |                                  |                     |                      |
| 11/12                      | Ziemer, Stayman, Weitzel                      |                              |                           |                                  |                     |                      |
| 11/12                      | Insurance Write Off                           |                              |                           |                                  |                     |                      |
| <b>Total November 2012</b> |   | 28,750.00                    | 1,889.00                  | 0.00                             | 0.00                | 510.00               |

12/12 American Management Consulting LLC  
12/12 Burns and McDonnell Engineering Co., Inc.  
12/12 Burns and McDonnell Engineering Co., Inc.  
  
12/12 Burns and McDonnell Engineering Co., Inc.

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| Month Booked | Vendor                                    | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 12/12        | Burns and McDonnell Engineering Co., Inc. |                        |                        |                            |                  |                   |
| 12/12        | DB Consulting LLC                         |                        |                        |                            |                  |                   |
| 12/12        | Dinsmore & Shohl LLP                      |                        |                        |                            |                  |                   |
| 12/12        | Dinsmore & Shohl LLP                      |                        |                        |                            |                  |                   |
| 12/12        | Doe Anderson                              |                        |                        |                            |                  |                   |
| 12/12        | Duke Energy Ohio Inc.                     |                        |                        |                            |                  |                   |
| 12/12        | Duke Energy Ohio Inc.                     |                        |                        |                            |                  |                   |
| 12/12        | Hogan & Lovells LLP                       |                        |                        |                            |                  |                   |
| 12/12        | Kentucky State Treasurer                  |                        |                        |                            |                  |                   |
| 12/12        | McBrayer, McGinnis, Leslie                |                        |                        |                            |                  |                   |
| 12/12        | McBrayer, McGinnis, Leslie                |                        |                        |                            |                  |                   |
| 12/12        | Mercer Inc/Wm. M.                         |                        |                        |                            |                  |                   |
| 12/12        | Orrick, Herrington & Sutcliffe            |                        |                        |                            |                  |                   |
| 12/12        | Orrick, Herrington & Sutcliffe            |                        |                        |                            |                  |                   |
| 12/12        | Prime Group LLC/The                       |                        |                        |                            |                  |                   |

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**(Gross of City Share)**

| Month Booked               | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|----------------------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 12/12                      | Towers Watson Delaware Inc.                   |                        |                        |                            |                  |                   |
| 12/12                      | TSE Services, Inc.                            |                        |                        |                            |                  |                   |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                        |                        |                            |                  |                   |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                        |                        |                            |                  |                   |
| 12/12                      | Insurance Write Off                           |                        |                        |                            |                  |                   |
| <b>Total December 2012</b> |   | <b>0.00</b>            | <b>0.00</b>            | <b>0.00</b>                | <b>0.00</b>      | <b>0.00</b>       |

01/13 Catalyst Consulting LLc  
01/13 Catalyst Consulting LLc  
01/13 Fidelity Institutional Operations Co., Inc.

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                         | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|--------------------------------|------------------------|------------------------|----------------------------|------------------|-------------------|
| 01/13        | KAEC                           |                        |                        |                            |                  |                   |
| 01/13        | KPMG LLP                       | 28,750.00              |                        |                            |                  |                   |
| 01/13        | Mercer Inc/Wm. M.              |                        |                        |                            |                  |                   |
| 01/13        | Navigant Consulting, Inc.      |                        |                        |                            |                  |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            | 20,000.00        |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                        |                        | 17,131.23                  |                  |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                        |                        | 2,369.85                   |                  |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |

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| Month Booked              | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|---------------------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 01/13                     | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 01/13                     | Prime Group LLC/The                           |                        |                        |                            |                  |                   |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 01/13                     | Ziemer, Stayman, Weitzel                      |                        |                        |                            |                  |                   |
| 01/13                     | Insurance Write Off                           |                        |                        |                            |                  |                   |
| <b>Total January 2013</b> |   | <b>28,750.00</b>       | <b>0.00</b>            | <b>19,501.08</b>           | <b>20,000.00</b> | <b>0.00</b>       |

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| Month Booked | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 02/13        | American Management Consulting LLC            |                        |                        |                            |                  |                   |
| 02/13        | American Management Consulting LLC            |                        |                        |                            |                  |                   |
| 02/13        | Felicia T. Burda                              |                        |                        |                            |                  |                   |
| 02/13        | Dinsmore & Shohl LLP                          |                        |                        |                            |                  |                   |
| 02/13        | Doe Anderson                                  |                        |                        |                            |                  |                   |
| 02/13        | Duke Energy Ohio Inc.                         |                        |                        |                            |                  |                   |
| 02/13        | GDS Associates Inc.                           |                        |                        |                            |                  |                   |
| 02/13        | Hogan & Lovells LLP                           |                        |                        |                            |                  |                   |
| 02/13        | KPMG LLP                                      |                        |                        |                            |                  |                   |
| 02/13        | McBrayer, McGinnis, Leslie                    |                        |                        |                            |                  |                   |
| 02/13        | Mercer Inc/Wm. M.                             |                        |                        |                            |                  |                   |
| 02/13        | Mercer Inc/Wm. M.                             |                        |                        |                            |                  |                   |
| 02/13        | Prime Group LLC/The                           |                        |                        |                            |                  |                   |
| 02/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |



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**(Gross of City Share)**

| Month Booked               | Vendor              | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|----------------------------|---------------------|------------------------|------------------------|----------------------------|------------------|-------------------|
| 02/13                      | Insurance Write Off |                        |                        |                            |                  |                   |
| <b>Total February 2013</b> |                     | 0.00                   | 0.00                   | 0.00                       | 0.00             | 0.00              |

03/13 American Management Consulting LLC

03/13 Bass, Berry, Simms PLC

03/13 Burns & McDonnell Engineering Co. Inc.

03/13 Cardwell Energy Associates Inc.

03/13 Catalyst Consulting LLc

03/13 GDS Associates Inc.

03/13 GDS Associates Inc.

03/13 Hogan & Lovells LLP

505.00

2,720.00

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| Month Booked | Vendor                         | Annual<br>Financial<br>Audit | Tax Return<br>Preparation | Review<br>Financing<br>Documents | GKS<br>Benchmarking | Energy<br>Efficiency |
|--------------|--------------------------------|------------------------------|---------------------------|----------------------------------|---------------------|----------------------|
| 03/13        | KPMG LLP                       | 15,000.00                    |                           |                                  |                     |                      |
| 03/13        | McBrayer, McGinnis, Leslie     |                              |                           |                                  |                     |                      |
| 03/13        | McBrayer, McGinnis, Leslie     |                              |                           |                                  |                     |                      |
| 03/13        | Mercer Inc/Wm. M.              |                              |                           |                                  |                     |                      |
| 03/13        | Mercer Inc/Wm. M.              |                              |                           |                                  |                     |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                           |                                  |                     |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                           |                                  |                     |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                           |                                  |                     |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                           |                                  |                     |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                           |                                  |                     |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                           |                                  |                     |                      |
| 03/13        | Shipman and Goodwin            |                              |                           |                                  |                     |                      |

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| Month Booked            | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|-------------------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        | 9,601.00                   |                  |                   |
| 03/13                   | Towers Watson Delaware Inc                    |                        |                        |                            |                  |                   |
| 03/13                   | Ziemer, Stayman, Weitzel                      |                        |                        |                            |                  |                   |
| 03/13                   | Insurance Write Off                           |                        |                        |                            |                  |                   |
| <b>Total March 2013</b> |   | 15,505.00              | 0.00                   | 9,601.00                   | 0.00             | 2,720.00          |

04/13 American Management Consulting LLC  
04/13 Burns & McDonnell Engineering Co. Inc.

04/13 Dinsmore & Shohl LLP  
04/13 Fidelity Institutional Operations Co., Inc.  
04/13 GDS Associates Inc.

**Big Rivers Electric Corporation**  
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| Month Booked | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 04/13        | KPMG LLP                                      | 49,604.00              |                        |                            |                  |                   |
| 04/13        | Mercer Inc/Wm. M.                             |                        |                        |                            |                  |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                        |                        |                            |                  |                   |
| 04/13        | Prime Group LLC/The                           |                        |                        |                            |                  |                   |
| 04/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        |                            |                  |                   |
| 04/13        | TSE Services                                  |                        |                        |                            |                  |                   |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked            | Vendor                   | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|-------------------------|--------------------------|------------------------|------------------------|----------------------------|------------------|-------------------|
| 04/13                   | Ziemer, Stayman, Weitzel |                        |                        |                            |                  |                   |
| 04/13                   | Ziemer, Stayman, Weitzel |                        |                        |                            |                  |                   |
| 04/13                   | Insurance Write Off      |                        |                        |                            |                  |                   |
| <b>Total April 2013</b> |                          | <b>49,604.00</b>       | <b>0.00</b>            | <b>0.00</b>                | <b>0.00</b>      | <b>0.00</b>       |

|       |                                    |  |           |          |  |  |
|-------|------------------------------------|--|-----------|----------|--|--|
| 05/13 | American Management Consulting LLC |  |           |          |  |  |
| 05/13 | American Management Consulting LLC |  |           |          |  |  |
| 05/13 | American Management Consulting LLC |  |           |          |  |  |
| 05/13 | American Management Consulting LLC |  |           |          |  |  |
| 05/13 | American Management Consulting LLC |  |           |          |  |  |
| 05/13 | Cardwell Energy Associates Inc.    |  |           |          |  |  |
| 05/13 | Doe Anderson                       |  |           |          |  |  |
| 05/13 | Duke Energy Ohio Inc.              |  |           |          |  |  |
| 05/13 | GDS Associates Inc.                |  |           |          |  |  |
| 05/13 | KPMG LLP                           |  |           |          |  |  |
| 05/13 | Latham and Watkins LLP             |  | 10,000.00 | 3,013.08 |  |  |

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| Month Booked | Vendor                         | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|--------------------------------|------------------------|------------------------|----------------------------|------------------|-------------------|
| 05/13        | Latham and Watkins LLP         |                        |                        | 10,708.50                  |                  |                   |
| 05/13        | Latham and Watkins LLP         |                        |                        | 2,617.49                   |                  |                   |
| 05/13        | Latham and Watkins LLP         |                        |                        | 10,120.00                  |                  |                   |
| 05/13        | Latham and Watkins LLP         |                        |                        | 2,910.75                   |                  |                   |
| 05/13        | Latham and Watkins LLP         |                        |                        | 741.00                     |                  |                   |
| 05/13        | Latham and Watkins LLP         |                        |                        | 10,652.45                  |                  |                   |
| 05/13        | McBrayer, McGinnis, Leslie     |                        |                        |                            |                  |                   |
| 05/13        | Mercer Inc/Wm. M.              |                        |                        |                            |                  |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |

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| Month Booked | Vendor                         | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|--------------|--------------------------------|------------------------|------------------------|----------------------------|------------------|-------------------|
| 05/13        | Orrick, Herrington & Sutcliffe |                        |                        | 4,077.40                   |                  |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                        |                        | 184.08                     |                  |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                        |                        |                            |                  |                   |
| 05/13        | Prime Group LLC/The            |                        |                        |                            |                  |                   |
| 05/13        | Prime Group LLC/The            |                        |                        |                            |                  |                   |

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(Gross of City Share)**

| Month Booked  | Vendor  | Annual Financial Audit | Tax Return Preparation | Review Financing Documents | GKS Benchmarking | Energy Efficiency |
|---|---|------------------------|------------------------|----------------------------|------------------|-------------------|
| 05/13   | Shipman and Goodwin                           |                        |                        |                            |                  |                   |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                        | 1,342.00                   |                  |                   |
| 05/13   | Insurance Write Off                           |                        |                        |                            |                  |                   |
| <b>Total May 2013</b>                               |   | 0.00                   | 10,000.00              | 46,366.75                  | 0.00             | 0.00              |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | 151,359.00             | 26,889.00              | 75,468.83                  | 23,000.00        | 7,512.10          |



**Big Rivers Electric Corporation**  
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| Month Booked | Vendor                                    | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|--------------|---|---------------------|---------------------------------------|---|
| 06/12        | ACES Power Marketing LLC                  |                     |                                       | 6,855.23  |
| 06/12        | American Management Consulting LLC        |                     |                                       |   |
| 06/12        | American Management Consulting LLC        |                     |                                       |   |
| 06/12        | Burns and McDonnell Engineering Co., Inc. |                     | 917.75                                |   |
| 06/12        | Burns and McDonnell Engineering Co., Inc. |                     | 10,093.20                             |   |
| 06/12        | Catalyst Consulting LLC                   |                     |                                       | 9,778.18  |
| 06/12        | Catalyst Consulting LLC                   |                     | 1,423.33                              |   |
| 06/12        | Catalyst Consulting LLC                   |                     |                                       |   |
| 06/12        | DB Consulting LLC                         |                     |                                       |   |
| 06/12        | GDS Associates Inc.                       |                     |                                       |   |
| 06/12        | Hogan & Lovells LLP                       |                     | 1,828.75                              |   |
| 06/12        | Integrity Development Consultants Inc.    |                     |                                       |   |
| 06/12        | McBrayer, McGinnis, Leslie                |                     |                                       |   |
| 06/12        | Mercer Inc/Wm. M.                         |                     |                                       |   |
| 06/12        | Navigant Consulting, Inc.                 |                     |                                       |   |
| 06/12        | Orrick, Herrington & Sutcliffe            |                     |                                       |   |

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| Month Booked    | Vendor  | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|-----------------|---|---------------------|---------------------------------------|---|
| 06/12           | Orrick, Herrington & Sutcliffe                |                     |                                       |   |
| 06/12           | Prime Group LLC/The                           |                     | 1,575.00                              |   |
| 06/12           | Sargent and Lundy LLC                         |                     |                                       | 25,870.50   |
| 06/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     | 6,914.00                              | 22,805.00   |
| 06/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 06/12           | TSE Services, Inc.                            |                     |                                       |   |
| 06/12           | Vantage Energy Consulting LLP                 |                     |                                       | 12,080.00   |
| 06/12           | Vantage Energy Consulting LLP                 |                     |                                       | 23,940.00   |
| 06/12           | Ziemer, Stayman, Weitzel                      |                     |                                       |   |
| 06/12           | Insurance Write Off                           |                     |                                       |   |
| Total June 2012 |   | 0.00                | 22,752.03                             | 101,328.91  |

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**Big Rivers Electric Corporation  
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(Gross of City Share)**

| Month Booked | Vendor                                      | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|--------------|---|---------------------|---------------------------------------|---|
| 07/12        | ACES Power Marketing LLC                    |                     |                                       | 8,298.00  |
| 07/12        | American Management Consulting LLC          |                     |                                       |   |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   |                     | 9,979.25                              |   |
| 07/12        | Catalyst Consulting LLC                     |                     |                                       | 21,309.77   |
| 07/12        | Catalyst Consulting LLC                     |                     | 525.00                                |   |
| 07/12        | Catalyst Consulting LLC                     |                     |                                       |   |
| 07/12        | Catalyst Consulting LLC                     |                     |                                       |   |
| 07/12        | DB Consulting LLC                           |                     |                                       |   |
| 07/12        | DLA Piper LLP                               |                     |                                       |   |
| 07/12        | Duke Energy Ohio Inc.                       |                     |                                       |   |
| 07/12        | Fidelity Institutional Operations Co., Inc. |                     |                                       |   |
| 07/12        | GDS Associates Inc.                         |                     |                                       |   |
| 07/12        | Hogan & Lovells LLP                         |                     | 9,137.37                              | 510.00  |
| 07/12        | Integrity Development Consultants Inc.      |                     |                                       |   |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                                 | P.C. Bond Refunding | General Rate Case | Environmental Compliance Plan |
|--------------|--|---------------------|-------------------|-------------------------------|
| 07/12        | Integrity Development Consultants Inc. |                     | KPSC #2011-00036  | KPSC #2012-00063              |
| 07/12        | McBrayer, McGinnis, Leslie             |                     |                   |                               |
| 07/12        | Mercer Inc/Wm. M.                      |                     |                   |                               |
| 07/12        | Myriad CPA Group                       |                     |                   |                               |
| 07/12        | Orrick, Herrington & Sutcliffe         |                     |                   |                               |
| 07/12        | Orrick, Herrington & Sutcliffe         |                     |                   |                               |
| 07/12        | Orrick, Herrington & Sutcliffe         |                     |                   |                               |
| 07/12        | Orrick, Herrington & Sutcliffe         |                     |                   |                               |
| 07/12        | Orrick, Herrington & Sutcliffe         |                     |                   |                               |
| 07/12        | Orrick, Herrington & Sutcliffe         |                     |                   |                               |
| 07/12        | Orrick, Herrington & Sutcliffe         |                     |                   |                               |
| 07/12        | Orrick, Herrington & Sutcliffe         |                     |                   |                               |

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**Big Rivers Electric Corporation  
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Professional Services For The Twelve Months Ended May 31, 2013  
(Gross of City Share)**

| Month Booked           | Vendor  | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|------------------------|---|---------------------|---------------------------------------|---|
| 07/12                  | Sargent and Lundy LLC                         |                     |                                       | 16,161.21   |
| 07/12                  | Siemens Industry Inc.                         |                     |                                       | 7,993.13  |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     | 2,684.00                              | 35,276.50   |
| 07/12                  | Ziemer, Stayman, Weitzel                      |                     |                                       |   |
| 07/12                  | Insurance Write Off                           |                     |                                       |   |
| <b>Total July 2012</b> |   | 0.00                | 22,325.62                             | 89,548.61   |
| 08/12                  | ACES Power Marketing LLC                      |                     |                                       | 8,175.00  |
| 08/12                  | ACES Power Marketing LLC                      |                     |                                       | 22,383.84   |

**Big Rivers Electric Corporation**  
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| Month Booked | Vendor                                    | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|--------------|---|---------------------|---------------------------------------|---|
| 08/12        | American Management Consulting LLC        |                     |                                       |   |
| 08/12        | Burns and McDonnell Engineering Co., Inc. |                     | 1,031.70                              |   |
| 08/12        | Catalyst Consulting LLC                   |                     |                                       | 21,907.66   |
| 08/12        | Catalyst Consulting LLC                   |                     | 1,925.00                              |   |
| 08/12        | DB Consulting LLC                         |                     |                                       |   |
| 08/12        | DB Consulting LLC                         |                     |                                       |   |
| 08/12        | Doe Anderson                              |                     |                                       |   |
| 08/12        | GDS Associates Inc.                       |                     |                                       |   |
| 08/12        | Hogan & Lovells LLP                       |                     | 4,499.20                              |   |
| 08/12        | Integrity Development Consultants Inc.    |                     |                                       |   |
| 08/12        | Itron Inc.                                |                     |                                       |   |
| 08/12        | Kentucky State Treasurer                  |                     |                                       |   |
| 08/12        | KPMG LLP                                  |                     |                                       |   |
| 08/12        | KPMG LLP                                  |                     |                                       |   |
| 08/12        | KPMG LLP                                  |                     |                                       |   |
| 08/12        | McBrayer, McGinnis, Leslie                |                     |                                       |   |

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| Month Booked | Vendor                         | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|--------------|--------------------------------|---------------------|---------------------------------------|---|
| 08/12        | McBrayer, McGinnis, Leslie     |                     |                                       |   |
| 08/12        | Mercer Inc/Wm. M.              |                     |                                       |   |
| 08/12        | Orrick, Herrington & Sutcliffe |                     |                                       |   |
| 08/12        | Orrick, Herrington & Sutcliffe |                     |                                       |   |
| 08/12        | Orrick, Herrington & Sutcliffe |                     |                                       |   |
| 08/12        | Orrick, Herrington & Sutcliffe |                     |                                       |   |
| 08/12        | Orrick, Herrington & Sutcliffe |                     |                                       |   |
| 08/12        | Sargent and Lundy LLC          |                     |                                       | 3,429.00  |
| 08/12        | Sargent and Lundy LLC          |                     |                                       | 25,436.78   |
| 08/12        | Siemens Industry Inc.          |                     |                                       | 80,569.89   |

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| Month Booked             | Vendor  | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|--------------------------|---|---------------------|---------------------------------------|---|
| 08/12                    | Siemens Industry Inc.                         |                     |                                       | 11,613.12   |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     | 12,072.00                             | 49,270.35   |
| 08/12                    | Vantage Energy Consulting LLP                 |                     |                                       | 27,560.00   |
| 08/12                    | Vantage Energy Consulting LLP                 |                     |                                       | 49,991.78   |
| 08/12                    | Ziemer, Stayman, Weitzel                      |                     |                                       |   |
| 08/12                    | Insurance Write Off                           |                     |                                       |   |
| <b>Total August 2012</b> |   | 0.00                | 19,527.90                             | 300,337.42  |
| 09/12                    | American Management Consulting LLC            |                     |                                       |   |
| 09/12                    | Burns and McDonnell Engineering Co., Inc.     |                     | 2,351.35                              |   |



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| Month Booked | Vendor                                 | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|--------------|--|---------------------|---------------------------------------|---|
| 09/12        | Cardwell Energy Associates Inc.        |                     |                                       |   |
| 09/12        | Catalyst Consulting LLC                |                     |                                       |   |
| 09/12        | Doe Anderson                           |                     | 10,739.59                             |   |
| 09/12        | Hogan & Lovells LLP                    |                     |                                       |   |
| 09/12        | Hunton & Williams LLP                  |                     | 3,438.05                              |   |
| 09/12        | Integrity Development Consultants Inc. |                     |                                       |   |
| 09/12        | McBrayer, McGinnis, Leslie             |                     |                                       |   |
| 09/12        | Mercer Inc/Wm. M.                      |                     |                                       |   |
| 09/12        | Myriad CPA Group                       |                     |                                       |   |
| 09/12        | Orrick, Herrington & Sutcliffe         |                     |                                       |   |
| 09/12        | Orrick, Herrington & Sutcliffe         |                     |                                       |   |
| 09/12        | Orrick, Herrington & Sutcliffe         |                     |                                       |   |

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| Month Booked                | Vendor  | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|-----------------------------|---|---------------------|---------------------------------------|---|
| 09/12                       | Orrick, Herrington & Sutcliffe                |                     |                                       |   |
| 09/12                       | Orrick, Herrington & Sutcliffe                |                     |                                       |   |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 550.00              | 34,165.39                             |   |
| 09/12                       | TSE Services, Inc.                            |                     |                                       |   |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                     |                                       |   |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                     |                                       |   |
| 09/12                       | Insurance Write Off                           |                     |                                       |   |
| <b>Total September 2012</b> |   | <b>550.00</b>       | <b>50,694.38</b>                      | <b>0.00</b>                                       |

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| Month Booked | Vendor                                      | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|--------------|---|---------------------|---------------------------------------|---|
| 10/12        | ACES Power Marketing LLC                    |                     |                                       | (45,712.07)                                       |
| 10/12        | American Management Consulting LLC          |                     |                                       |   |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   |                     | 10,060.96                             |   |
| 10/12        | Catalyst Consulting LLC                     |                     |                                       | (52,995.61)                                       |
| 10/12        | Catalyst Consulting LLC                     |                     |                                       |   |
| 10/12        | DB Consulting LLC                           |                     |                                       |   |
| 10/12        | Doe Anderson                                |                     |                                       |   |
| 10/12        | Doe Anderson                                |                     |                                       |   |
| 10/12        | Fidelity Institutional Operations Co., Inc. |                     |                                       |   |
| 10/12        | GDS Associates Inc.                         |                     |                                       | (510.00)  |
| 10/12        | Hogan & Lovells LLP                         |                     |                                       |   |
| 10/12        | Hogan & Lovells LLP                         |                     |                                       |   |
| 10/12        | Hogan & Lovells LLP                         |                     |                                       |   |

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| Month Booked | Vendor                         | P.C. Bond Refunding | General Rate Case | Environmental Compliance Plan |
|--------------|--------------------------------|---------------------|-------------------|-------------------------------|
| 10/12        | Hogan & Lovells LLP            |                     | KPSC #2011-00036  | KPSC #2012-00063              |
| 10/12        | Hogan & Lovells LLP            |                     |                   |                               |
| 10/12        | Hunton & Williams LLP          |                     | 1,975.05          |                               |
| 10/12        | Itron Inc.                     |                     |                   |                               |
| 10/12        | Kentucky State Treasurer       |                     |                   |                               |
| 10/12        | L. Robert Kimball              |                     |                   |                               |
| 10/12        | L. Robert Kimball              |                     |                   |                               |
| 10/12        | L. Robert Kimball              |                     |                   |                               |
| 10/12        | L. Robert Kimball              |                     |                   |                               |
| 10/12        | McBrayer, McGinnis, Leslie     |                     |                   |                               |
| 10/12        | Mercer Inc/Wm. M.              |                     |                   |                               |
| 10/12        | Orrick, Herrington & Sutcliffe |                     |                   |                               |

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| Month Booked | Vendor  | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|--------------|---|---------------------|---------------------------------------|---|
| 10/12        | Orrick, Herrington & Sutcliffe                |                     |                                       |   |
| 10/12        | Orrick, Herrington & Sutcliffe                |                     |                                       |   |
| 10/12        | Orrick, Herrington & Sutcliffe                |                     |                                       |   |
| 10/12        | Power Cost Inc./PCI                           |                     |                                       |   |
| 10/12        | Prime Group LLC/The                           |                     |                                       |   |
| 10/12        | Sargent and Lundy LLC                         |                     |                                       | (84,106.41)                                       |
| 10/12        | Siemens Industry Inc.                         |                     |                                       | (103,538.49)                                      |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       | (143,508.64)                                      |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       | (224,726.35)                                      |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
|              |   |                     | (576.89)                              |   |

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| Month Booked              | Vendor  | P.C. Bond Refunding | General Rate Case            | Environmental Compliance Plan |
|---------------------------|---|---------------------|------------------------------|-------------------------------|
| 10/12                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     | KPSC #2011-00036<br>1,965.00 | KPSC #2012-00063              |
| 10/12                     | Vantage Energy Consulting LLP                 |                     |                              |                               |
| 10/12                     | Insurance Write Off                           |                     |                              | (113,571.78)                  |
| <b>Total October 2012</b> |   | 0.00                | 13,424.12                    | <b>(768,669.35)</b>           |

11/12 American Management Consulting LLC  
11/12 Burns and McDonnell Engineering Co., Inc.

11/12 Burns and McDonnell Engineering Co., Inc.

**Big Rivers Electric Corporation**  
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| Month  | Vendor                                    | P.C. Bond | General Rate     | Environmental    |
|--------|---|-----------|------------------|------------------|
| Booked |   | Refunding | Case             | Compliance Plan  |
| 11/12  | Burns and McDonnell Engineering Co., Inc. |           | KPSC #2011-00036 | KPSC #2012-00063 |

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11/12 Burns and McDonnell Engineering Co., Inc.

11/12 Burns and McDonnell Engineering Co., Inc.

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**(Gross of City Share)**

| Month Booked | Vendor                         | P.C. Bond Refunding | General Rate Case | Environmental Compliance Plan |
|--------------|--------------------------------|---------------------|-------------------|-------------------------------|
| 11/12        | Dinsmore & Shohl LLP           |                     | KPSC #2011-00036  | KPSC #2012-00063              |
| 11/12        | DB Consulting LLC              |                     |                   |                               |
| 11/12        | Doe Anderson                   |                     |                   |                               |
| 11/12        | GDS Associates Inc.            |                     |                   |                               |
| 11/12        | Hogan & Lovells LLP            |                     | 3,511.20          |                               |
| 11/12        | KPMG LLP                       |                     |                   |                               |
| 11/12        | KPMG LLP                       |                     |                   |                               |
| 11/12        | McBrayer, McGinnis, Leslie     |                     |                   |                               |
| 11/12        | Mercer Inc/Wm. M.              |                     |                   |                               |
| 11/12        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 11/12        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 11/12        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 11/12        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 11/12        | Southwest Power Pool           |                     |                   |                               |



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**(Gross of City Share)**

| Month Booked               | Vendor  | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|----------------------------|---|---------------------|---------------------------------------|---|
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     | 576.89                                |   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 11/12                      | Ziemer, Stayman, Weitzel                      |                     |                                       |   |
| 11/12                      | Insurance Write Off                           |                     |                                       |   |
| <b>Total November 2012</b> |   | <b>0.00</b>         | <b>4,088.09</b>                       | <b>0.00</b>                                       |

|       |   |  |        |  |
|-------|---|--|--------|--|
| 12/12 | American Management Consulting LLC        |  |        |  |
| 12/12 | Burns and McDonnell Engineering Co., Inc. |  |        |  |
| 12/12 | Burns and McDonnell Engineering Co., Inc. |  |        |  |
| 12/12 | Burns and McDonnell Engineering Co., Inc. |  | 302.43 |  |

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| Month Booked | Vendor                                    | P.C. Bond Refunding | General Rate Case | Environmental Compliance Plan |
|--------------|---|---------------------|-------------------|-------------------------------|
| 12/12        | Burns and McDonnell Engineering Co., Inc. |                     | KPSC #2011-00036  | KPSC #2012-00063              |
| 12/12        | DB Consulting LLC                         |                     |                   |                               |
| 12/12        | Dinsmore & Shohl LLP                      |                     |                   |                               |
| 12/12        | Dinsmore & Shohl LLP                      |                     |                   |                               |
| 12/12        | Doe Anderson                              |                     |                   |                               |
| 12/12        | Duke Energy Ohio Inc.                     |                     |                   |                               |
| 12/12        | Duke Energy Ohio Inc.                     |                     |                   |                               |
| 12/12        | Hogan & Lovells LLP                       |                     |                   |                               |
| 12/12        | Kentucky State Treasurer                  |                     |                   |                               |
| 12/12        | McBrayer, McGinnis, Leslie                |                     |                   |                               |
| 12/12        | McBrayer, McGinnis, Leslie                |                     |                   |                               |
| 12/12        | Mercer Inc/Wm. M.                         |                     |                   |                               |
| 12/12        | Orrick, Herrington & Sutcliffe            |                     |                   |                               |
| 12/12        | Orrick, Herrington & Sutcliffe            |                     |                   |                               |
| 12/12        | Prime Group LLC/The                       |                     |                   |                               |

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| Month Booked               | Vendor  | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|----------------------------|---|---------------------|---------------------------------------|---|
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
| 12/12                      | Towers Watson Delaware Inc.                   |                     |                                       |   |
| 12/12                      | TSE Services, Inc.                            |                     |                                       |   |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                     |                                       |   |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                     |                                       |   |
| 12/12                      | Insurance Write Off                           |                     |                                       |   |
| <b>Total December 2012</b> |   | <b>0.00</b>         | <b>302.43</b>                         | <b>0.00</b>                                       |

|       |   |  |        |  |
|-------|---|--|--------|--|
| 01/13 | Catalyst Consulting LLc                     |  |        |  |
| 01/13 | Catalyst Consulting LLc                     |  | 262.50 |  |
| 01/13 | Fidelity Institutional Operations Co., Inc. |  |        |  |

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| Month Booked | Vendor                         | P.C. Bond Refunding | General Rate Case | Environmental Compliance Plan |
|--------------|--------------------------------|---------------------|-------------------|-------------------------------|
| 01/13        | KAEC                           |                     | KPSC #2011-00036  | KPSC #2012-00063              |
| 01/13        | KPMG LLP                       |                     |                   |                               |
| 01/13        | Mercer Inc/Wm. M.              |                     |                   |                               |
| 01/13        | Navigant Consulting, Inc.      |                     |                   |                               |
| 01/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 01/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 01/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 01/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 01/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 01/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |

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**(Gross of City Share)**

| Month Booked              | Vendor  | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|---------------------------|---|---------------------|---------------------------------------|---|
| 01/13                     | Orrick, Herrington & Sutcliffe                |                     |                                       |   |
| 01/13                     | Prime Group LLC/The                           |                     |                                       |   |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     | 812.00                                |   |
| 01/13                     | Ziemer, Stayman, Weitzel                      |                     |                                       |   |
| 01/13                     | Insurance Write Off                           |                     |                                       |   |
| <b>Total January 2013</b> |   | <b>0.00</b>         | <b>1,074.50</b>                       | <b>0.00</b>                                       |

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| Month Booked | Vendor  | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|--------------|---|---------------------|---------------------------------------|---|
| 02/13        | American Management Consulting LLC            |                     |                                       |   |
| 02/13        | American Management Consulting LLC            |                     |                                       |   |
| 02/13        | Felicia T. Burda                              |                     |                                       |   |
| 02/13        | Dinsmore & Shohl LLP                          |                     |                                       |   |
| 02/13        | Doe Anderson                                  |                     |                                       |   |
| 02/13        | Duke Energy Ohio Inc.                         |                     |                                       |   |
| 02/13        | GDS Associates Inc.                           |                     |                                       |   |
| 02/13        | Hogan & Lovells LLP                           |                     |                                       |   |
|              |   |                     | 1,609.30                              |   |
| 02/13        | KPMG LLP                                      |                     |                                       |   |
| 02/13        | McBrayer, McGinnis, Leslie                    |                     |                                       |   |
| 02/13        | Mercer Inc/Wm. M.                             |                     |                                       |   |
| 02/13        | Mercer Inc/Wm. M.                             |                     |                                       |   |
| 02/13        | Prime Group LLC/The                           |                     |                                       |   |
| 02/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     |                                       |   |
|              |   |                     | 697.00                                |   |

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| Month Booked               | Vendor              | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|----------------------------|---------------------|---------------------|---------------------------------------|---|
| 02/13                      | Insurance Write Off |                     |                                       |   |
| <b>Total February 2013</b> |                     | 0.00                | 2,306.30                              | 0.00  |

03/13 American Management Consulting LLC  
03/13 Bass, Berry, Simms PLC

03/13 Burns & McDonnell Engineering Co. Inc.  
03/13 Cardwell Energy Associates Inc.  
03/13 Catalyst Consulting LLc  
03/13 GDS Associates Inc.

03/13 GDS Associates Inc.  
03/13 Hogan & Lovells LLP

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| Month Booked | Vendor                         | P.C. Bond Refunding | General Rate Case | Environmental Compliance Plan |
|--------------|--------------------------------|---------------------|-------------------|-------------------------------|
| 03/13        | KPMG LLP                       |                     | KPSC #2011-00036  | KPSC #2012-00063              |
| 03/13        | McBrayer, McGinnis, Leslie     |                     |                   |                               |
| 03/13        | McBrayer, McGinnis, Leslie     |                     |                   |                               |
| 03/13        | Mercer Inc/Wm. M.              |                     |                   |                               |
| 03/13        | Mercer Inc/Wm. M.              |                     |                   |                               |
| 03/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 03/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 03/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 03/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 03/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 03/13        | Orrick, Herrington & Sutcliffe |                     |                   |                               |
| 03/13        | Shipman and Goodwin            |                     |                   |                               |

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| Month Booked            | Vendor  | P.C. Bond Refunding | General Rate Case | Environmental Compliance Plan |
|-------------------------|---|---------------------|-------------------|-------------------------------|
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                     | KPSC #2011-00036  | KPSC #2012-00063              |
|                         |   |                     |                   | 391.00                        |
| 03/13                   | Towers Watson Delaware Inc                    |                     |                   |                               |
| 03/13                   | Ziemer, Stayman, Weitzel                      |                     |                   |                               |
| 03/13                   | Insurance Write Off                           |                     |                   |                               |
| <b>Total March 2013</b> |   | 0.00                | 0.00              | 391.00                        |

04/13 American Management Consulting LLC  
04/13 Burns & McDonnell Engineering Co. Inc.

04/13 Dinsmore & Shohl LLP  
04/13 Fidelity Institutional Operations Co., Inc.  
04/13 GDS Associates Inc.

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(Gross of City Share)**

| Month  | Vendor  | P.C. Bond | General Rate     | Environmental    |
|--------|---|-----------|------------------|------------------|
| Booked |   | Refunding | Case             | Compliance Plan  |
|        |   |           | KPSC #2011-00036 | KPSC #2012-00063 |
| 04/13  | KPMG LLP                                      |           |                  |                  |
| 04/13  | Mercer Inc/Wm. M.                             |           |                  |                  |
| 04/13  | Orrick, Herrington & Sutcliffe                |           |                  |                  |
| 04/13  | Orrick, Herrington & Sutcliffe                | 276.11    |                  |                  |
| 04/13  | Orrick, Herrington & Sutcliffe                |           |                  |                  |
| 04/13  | Orrick, Herrington & Sutcliffe                |           |                  |                  |
| 04/13  | Orrick, Herrington & Sutcliffe                |           |                  |                  |
| 04/13  | Prime Group LLC/The                           |           |                  |                  |
| 04/13  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |           |                  |                  |
| 04/13  | TSE Services                                  |           |                  |                  |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked            | Vendor                   | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|-------------------------|--------------------------|---------------------|---------------------------------------|---|
| 04/13                   | Ziemer, Stayman, Weitzel |                     |                                       |   |
| 04/13                   | Ziemer, Stayman, Weitzel |                     |                                       |   |
| 04/13                   | Insurance Write Off      |                     |                                       |   |
| <b>Total April 2013</b> |                          | 276.11              | 0.00                                  | 0.00  |

- 05/13 American Management Consulting LLC
- 05/13 American Management Consulting LLC
- 05/13 American Management Consulting LLC
- 05/13 American Management Consulting LLC
- 05/13 American Management Consulting LLC
- 05/13 Cardwell Energy Associates Inc.
- 05/13 Doe Anderson
- 05/13 Duke Energy Ohio Inc.
- 05/13 GDS Associates Inc.
  
- 05/13 KPMG LLP
- 05/13 Latham and Watkins LLP

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                         | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|--------------|--------------------------------|---------------------|---------------------------------------|---|
| 05/13        | Latham and Watkins LLP         |                     |                                       |   |
| 05/13        | Latham and Watkins LLP         |                     |                                       |   |
| 05/13        | Latham and Watkins LLP         |                     |                                       |   |
| 05/13        | Latham and Watkins LLP         |                     |                                       |   |
| 05/13        | Latham and Watkins LLP         |                     |                                       |   |
| 05/13        | Latham and Watkins LLP         |                     |                                       |   |
| 05/13        | Latham and Watkins LLP         |                     |                                       |   |
| 05/13        | McBrayer, McGinnis, Leslie     |                     |                                       |   |
| 05/13        | Mercer Inc/Wm. M.              |                     |                                       |   |
| 05/13        | Orrick, Herrington & Sutcliffe |                     |                                       |   |
| 05/13        | Orrick, Herrington & Sutcliffe |                     | 1,531.57                              |   |
| 05/13        | Orrick, Herrington & Sutcliffe |                     |                                       |   |
| 05/13        | Orrick, Herrington & Sutcliffe |                     | 9,932.42                              |   |

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**(Gross of City Share)**

| Month | Vendor                         | P.C. Bond<br>Refunding | General Rate<br>Case<br>KPSC #2011-00036 | Environmental<br>Compliance Plan<br>KPSC #2012-00063 |
|-------|--------------------------------|------------------------|--|--|
| 05/13 | Orrick, Herrington & Sutcliffe |                        |  |  |
| 05/13 | Orrick, Herrington & Sutcliffe |                        |  |  |
| 05/13 | Orrick, Herrington & Sutcliffe |                        |  |  |
| 05/13 | Orrick, Herrington & Sutcliffe |                        |  |  |
| 05/13 | Orrick, Herrington & Sutcliffe |                        |  |  |
| 05/13 | Orrick, Herrington & Sutcliffe |                        |  |  |
| 05/13 | Orrick, Herrington & Sutcliffe |                        |  |  |
| 05/13 | Prime Group LLC/The            |                        |  |  |
| 05/13 | Prime Group LLC/The            |                        |  |  |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked  | Vendor  | P.C. Bond Refunding | General Rate Case<br>KPSC #2011-00036 | Environmental Compliance Plan<br>KPSC #2012-00063 |
|---|---|---------------------|---------------------------------------|---|
| 05/13   | Shipman and Goodwin                           |                     |                                       |   |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 928.00              | 66.00                                 |   |
| 05/13   | Insurance Write Off                           |                     |                                       |   |
| <b>Total May 2013</b>                               |   | 12,391.99           | 66.00                                 | 0.00  |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | 13,218.10           | 136,561.37                            | (277,063.41)                                      |

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(Gross of City Share)**

| Month | Vendor                                    | Demand Side<br>Management | SmartGrid/Smart Meter | Financing Case   |
|-------|---|---------------------------|-----------------------|------------------|
| 06/12 | ACES Power Marketing LLC                  | KPSC #2012-00142          | KPSC #2012-00428      | KPSC #2013-00125 |
| 06/12 | American Management Consulting LLC        |                           |                       |                  |
| 06/12 | American Management Consulting LLC        |                           |                       |                  |
| 06/12 | Burns and McDonnell Engineering Co., Inc. |                           |                       |                  |
| 06/12 | Burns and McDonnell Engineering Co., Inc. |                           |                       |                  |
| 06/12 | Catalyst Consulting LLC                   |                           |                       |                  |
| 06/12 | Catalyst Consulting LLC                   |                           |                       |                  |
| 06/12 | Catalyst Consulting LLC                   |                           |                       |                  |
| 06/12 | DB Consulting LLC                         |                           | 1,225.00              |                  |
| 06/12 | GDS Associates Inc.                       |                           |                       |                  |
| 06/12 | Hogan & Lovells LLP                       |                           |                       |                  |
| 06/12 | Integrity Development Consultants Inc.    |                           |                       |                  |
| 06/12 | McBrayer, McGinnis, Leslie                |                           |                       |                  |
| 06/12 | Mercer Inc/Wm. M.                         |                           |                       |                  |
| 06/12 | Navigant Consulting, Inc.                 |                           |                       |                  |
| 06/12 | Orrick, Herrington & Sutcliffe            |                           |                       |                  |

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**(Gross of City Share)**

Demand Side

Management

SmartGrid/Smart Meter

Financing Case

KPSC #2012-00142

KPSC #2012-00428

KPSC #2013-00125

| Month Booked           | Vendor  | Demand Side Management | SmartGrid/Smart Meter | Financing Case |
|------------------------|---|------------------------|-----------------------|----------------|
| 06/12                  | Orrick, Herrington & Sutcliffe                |                        |                       |                |
| 06/12                  | Prime Group LLC/The                           |                        |                       |                |
| 06/12                  | Sargent and Lundy LLC                         |                        |                       |                |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 1,035.00               |                       |                |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                        |                       |                |
| 06/12                  | TSE Services, Inc.                            |                        |                       |                |
| 06/12                  | Vantage Energy Consulting LLP                 |                        |                       |                |
| 06/12                  | Vantage Energy Consulting LLP                 |                        |                       |                |
| 06/12                  | Ziemer, Stayman, Weitzel                      |                        |                       |                |
| 06/12                  | Insurance Write Off                           |                        |                       |                |
| <b>Total June 2012</b> |   | <b>2,260.00</b>        | <b>0.00</b>           | <b>0.00</b>    |

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| Month Booked | Vendor                                      | Demand Side                    |   |                                    |
|--------------|---|--------------------------------|---|------------------------------------|
|              |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 07/12        | ACES Power Marketing LLC                    |                                |   |                                    |
| 07/12        | American Management Consulting LLC          |                                |   |                                    |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   |                                |   |                                    |
| 07/12        | Catalyst Consulting LLC                     |                                |   |                                    |
| 07/12        | Catalyst Consulting LLC                     |                                |   |                                    |
| 07/12        | Catalyst Consulting LLC                     |                                | 350.00                                    |                                    |
| 07/12        | Catalyst Consulting LLC                     |                                |   |                                    |
| 07/12        | DB Consulting LLC                           |                                |   |                                    |
| 07/12        | DLA Piper LLP                               |                                |   |                                    |
| 07/12        | Duke Energy Ohio Inc.                       |                                |   |                                    |
| 07/12        | Fidelity Institutional Operations Co., Inc. |                                |   |                                    |
| 07/12        | GDS Associates Inc.                         |                                |   |                                    |
| 07/12        | Hogan & Lovells LLP                         |                                |   |                                    |
| 07/12        | Integrity Development Consultants Inc.      |                                |   |                                    |

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| Month Booked | Vendor                                 | Demand Side                    |   |                                    |
|--------------|--|--------------------------------|---|------------------------------------|
|              |  | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 07/12        | Integrity Development Consultants Inc. |                                |   |                                    |
| 07/12        | McBrayer, McGinnis, Leslie             |                                |   |                                    |
| 07/12        | Mercer Inc/Wm. M.                      |                                |   |                                    |
| 07/12        | Myriad CPA Group                       |                                |   |                                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                |   |                                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                |   |                                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                |   |                                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                |   |                                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                |   |                                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                |   |                                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                |   |                                    |
| 07/12        | Orrick, Herrington & Sutcliffe         |                                |   |                                    |

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| Month Booked           | Vendor  | Demand Side      |                       |                  |
|------------------------|---|------------------|-----------------------|------------------|
|                        |   | Management       | SmartGrid/Smart Meter | Financing Case   |
|                        |   | KPSC #2012-00142 | KPSC #2012-00428      | KPSC #2013-00125 |
| 07/12                  | Sargent and Lundy LLC                         |                  |                       |                  |
| 07/12                  | Siemens Industry Inc.                         |                  |                       |                  |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                       |                  |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                       |                  |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 187.00           |                       |                  |
| 07/12                  | Ziemer, Stayman, Weitzel                      |                  |                       |                  |
| 07/12                  | Insurance Write Off                           |                  |                       |                  |
| <b>Total July 2012</b> |   | <b>537.00</b>    | <b>0.00</b>           | <b>0.00</b>      |

08/12 ACES Power Marketing LLC  
08/12 ACES Power Marketing LLC

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**(Gross of City Share)**

| Month Booked | Vendor                                    | Demand Side                    |   |                                    |
|--------------|---|--------------------------------|---|------------------------------------|
|              |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 08/12        | American Management Consulting LLC        | 945.00                         |   |                                    |
| 08/12        | Burns and McDonnell Engineering Co., Inc. |                                |   |                                    |
| 08/12        | Catalyst Consulting LLC                   |                                |   |                                    |
| 08/12        | Catalyst Consulting LLC                   |                                |   |                                    |
| 08/12        | DB Consulting LLC                         |                                |   |                                    |
| 08/12        | DB Consulting LLC                         |                                |   |                                    |
| 08/12        | Doe Anderson                              |                                |   |                                    |
| 08/12        | GDS Associates Inc.                       |                                |   |                                    |
| 08/12        | Hogan & Lovells LLP                       |                                |   |                                    |
| 08/12        | Integrity Development Consultants Inc.    |                                |   |                                    |
| 08/12        | Itron Inc.                                |                                |   |                                    |
| 08/12        | Kentucky State Treasurer                  |                                |   |                                    |
| 08/12        | KPMG LLP                                  |                                |   |                                    |
| 08/12        | KPMG LLP                                  |                                |   |                                    |
| 08/12        | KPMG LLP                                  |                                |   |                                    |
| 08/12        | McBrayer, McGinnis, Leslie                |                                |   |                                    |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

Demand Side

| Month  | Vendor                         | Management              | SmartGrid/Smart Meter   | Financing Case          |
|--------|--------------------------------|-------------------------|-------------------------|-------------------------|
| Booked |                                | <u>KPSC #2012-00142</u> | <u>KPSC #2012-00428</u> | <u>KPSC #2013-00125</u> |
| 08/12  | McBrayer, McGinnis, Leslie     |                         |                         |                         |
| 08/12  | Mercer Inc/Wm. M.              |                         |                         |                         |
| 08/12  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 08/12  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 08/12  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 08/12  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 08/12  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 08/12  | Sargent and Lundy LLC          |                         |                         |                         |
| 08/12  | Sargent and Lundy LLC          |                         |                         |                         |
| 08/12  | Siemens Industry Inc.          |                         |                         |                         |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked             | Vendor  | Demand Side Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
|--------------------------|---|--|---|------------------------------------|
| 08/12                    | Siemens Industry Inc.                         |  |   |                                    |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |  |   |                                    |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 343.00                                     |   |                                    |
| 08/12                    | Vantage Energy Consulting LLP                 |  |   |                                    |
| 08/12                    | Vantage Energy Consulting LLP                 |  |   |                                    |
| 08/12                    | Ziemer, Stayman, Weitzel                      |  |   |                                    |
| 08/12                    | Insurance Write Off                           |  |   |                                    |
| <b>Total August 2012</b> |   | <b>1,288.00</b>                            | <b>0.00</b>                               | <b>0.00</b>                        |
| 09/12                    | American Management Consulting LLC            | 2,310.00                                   |   |                                    |
| 09/12                    | Burns and McDonnell Engineering Co., Inc.     |  |   |                                    |

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(Gross of City Share)**

| Month  | Vendor                                 | Demand Side             | SmartGrid/Smart Meter   | Financing Case          |
|--------|--|-------------------------|-------------------------|-------------------------|
| Booked |  | Management              |                         |                         |
|        |  | <u>KPSC #2012-00142</u> | <u>KPSC #2012-00428</u> | <u>KPSC #2013-00125</u> |
| 09/12  | Cardwell Energy Associates Inc.        |                         |                         |                         |
| 09/12  | Catalyst Consulting LLC                |                         |                         |                         |
| 09/12  | Doe Anderson                           |                         |                         |                         |
| 09/12  | Hogan & Lovells LLP                    |                         |                         |                         |
| 09/12  | Hunton & Williams LLP                  |                         |                         |                         |
|        |  |                         |                         |                         |
| 09/12  | Integrity Development Consultants Inc. |                         |                         |                         |
|        |  |                         |                         |                         |
| 09/12  | McBrayer, McGinnis, Leslie             |                         |                         |                         |
| 09/12  | Mercer Inc/Wm. M.                      |                         |                         |                         |
| 09/12  | Myriad CPA Group                       |                         |                         |                         |
| 09/12  | Orrick, Herrington & Sutcliffe         |                         |                         |                         |
|        |  |                         |                         |                         |
| 09/12  | Orrick, Herrington & Sutcliffe         |                         |                         |                         |
|        |  |                         |                         |                         |
| 09/12  | Orrick, Herrington & Sutcliffe         |                         |                         |                         |

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(Gross of City Share)**

| Month                       | Vendor  | Demand Side<br>Management | SmartGrid/Smart Meter | Financing Case   |
|-----------------------------|---|---------------------------|-----------------------|------------------|
| Booked                      |   | KPSC #2012-00142          | KPSC #2012-00428      | KPSC #2013-00125 |
| 09/12                       | Orrick, Herrington & Sutcliffe                |                           |                       |                  |
| 09/12                       | Orrick, Herrington & Sutcliffe                |                           |                       |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                       |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                       |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                       |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                       |                  |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 85.00                     |                       |                  |
| 09/12                       | TSE Services, Inc.                            |                           |                       |                  |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                           |                       |                  |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                           |                       |                  |
| 09/12                       | Insurance Write Off                           |                           |                       |                  |
| <b>Total September 2012</b> |   | <b>2,395.00</b>           | <b>0.00</b>           | <b>0.00</b>      |



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(Gross of City Share)**

| Month Booked | Vendor                                      | Demand Side                    |   |                                    |
|--------------|---|--------------------------------|---|------------------------------------|
|              |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 10/12        | ACES Power Marketing LLC                    |                                |   |                                    |
| 10/12        | American Management Consulting LLC          |                                |   |                                    |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   | 1,260.00                       |   |                                    |
| 10/12        | Catalyst Consulting LLC                     |                                |   |                                    |
| 10/12        | Catalyst Consulting LLC                     |                                |   |                                    |
| 10/12        | DB Consulting LLC                           |                                |   |                                    |
| 10/12        | Doe Anderson                                |                                |   |                                    |
| 10/12        | Doe Anderson                                |                                |   |                                    |
| 10/12        | Fidelity Institutional Operations Co., Inc. |                                |   |                                    |
| 10/12        | GDS Associates Inc.                         |                                |   |                                    |
| 10/12        | Hogan & Lovells LLP                         |                                |   |                                    |
| 10/12        | Hogan & Lovells LLP                         |                                |   |                                    |
| 10/12        | Hogan & Lovells LLP                         |                                |   |                                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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**(Gross of City Share)**

Demand Side

Management

SmartGrid/Smart Meter

Financing Case

KPSC #2012-00142

KPSC #2012-00428

KPSC #2013-00125

| Month  | Vendor                         |
|--------|--------------------------------|
| Booked |                                |
| 10/12  | Hogan & Lovells LLP            |
| 10/12  | Hogan & Lovells LLP            |
| 10/12  | Hunton & Williams LLP          |
| 10/12  | Itron Inc.                     |
| 10/12  | Kentucky State Treasurer       |
| 10/12  | L. Robert Kimball              |
| 10/12  | L. Robert Kimball              |
| 10/12  | L. Robert Kimball              |
| 10/12  | L. Robert Kimball              |
| 10/12  | McBrayer, McGinnis, Leslie     |
| 10/12  | Mercer Inc/Wm. M.              |
| 10/12  | Orrick, Herrington & Sutcliffe |

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**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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Professional Services For The Twelve Months Ended May 31, 2013  
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| Month Booked | Vendor  | Demand Side                    |   |                                    |
|--------------|---|--------------------------------|---|------------------------------------|
|              |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 10/12        | Orrick, Herrington & Sutcliffe                |                                |   |                                    |
| 10/12        | Orrick, Herrington & Sutcliffe                |                                |   |                                    |
| 10/12        | Orrick, Herrington & Sutcliffe                |                                |   |                                    |
| 10/12        | Power Cost Inc./PCI                           |                                |   |                                    |
| 10/12        | Prime Group LLC/The                           |                                |   |                                    |
| 10/12        | Sargent and Lundy LLC                         |                                |   |                                    |
| 10/12        | Siemens Industry Inc.                         |                                |   |                                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                | 85.00                                     |                                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |

**Big Rivers Electric Corporation  
Case No. 2013-00199  
Professional Services For The Twelve Months Ended May 31, 2013  
(Gross of City Share)**

| Month Booked              | Vendor  | Demand Side                    |   |                                    |
|---------------------------|---|--------------------------------|---|------------------------------------|
|                           |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 10/12                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 10/12                     | Vantage Energy Consulting LLP                 |                                |   |                                    |
| 10/12                     | Insurance Write Off                           |                                |   |                                    |
| <b>Total October 2012</b> |   | 1,345.00                       | 0.00                                      | 0.00                               |

11/12 American Management Consulting LLC  
11/12 Burns and McDonnell Engineering Co., Inc.

11/12 Burns and McDonnell Engineering Co., Inc.

**Big Rivers Electric Corporation  
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Professional Services For The Twelve Months Ended May 31, 2013  
(Gross of City Share)**

| Month  | Vendor                                    | Demand Side             | SmartGrid/Smart Meter   | Financing Case          |
|--------|---|-------------------------|-------------------------|-------------------------|
| Booked |   | Management              |                         |                         |
| 11/12  | Burns and McDonnell Engineering Co., Inc. | <u>KPSC #2012-00142</u> | <u>KPSC #2012-00428</u> | <u>KPSC #2013-00125</u> |

11/12 Burns and McDonnell Engineering Co., Inc.

11/12 Burns and McDonnell Engineering Co., Inc.

**Big Rivers Electric Corporation  
Case No. 2013-00199  
Professional Services For The Twelve Months Ended May 31, 2013  
(Gross of City Share)**

| Month  | Vendor               | Demand Side<br>Management | SmartGrid/Smart Meter | Financing Case   |
|--------|----------------------|---------------------------|-----------------------|------------------|
| Booked |                      | KPSC #2012-00142          | KPSC #2012-00428      | KPSC #2013-00125 |
| 11/12  | Dinsmore & Shohl LLP |                           |                       |                  |

- 11/12 DB Consulting LLC
- 11/12 Doe Anderson
- 11/12 GDS Associates Inc.
- 11/12 Hogan & Lovells LLP
- 11/12 KPMG LLP
- 11/12 KPMG LLP
- 11/12 McBrayer, McGinnis, Leslie
- 11/12 Mercer Inc/Wm. M.
- 11/12 Orrick, Herrington & Sutcliffe
- 11/12 Orrick, Herrington & Sutcliffe
  
- 11/12 Orrick, Herrington & Sutcliffe
- 11/12 Orrick, Herrington & Sutcliffe
- 11/12 Southwest Power Pool

**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked               | Vendor  | Demand Side                    |   |                                    |
|----------------------------|---|--------------------------------|---|------------------------------------|
|                            |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 880.00                         |   |                                    |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 11/12                      | Ziemer, Stayman, Weitzel                      |                                |   |                                    |
| 11/12                      | Insurance Write Off                           |                                |   |                                    |
| <b>Total November 2012</b> |   | <b>880.00</b>                  | <b>0.00</b>                               | <b>0.00</b>                        |

12/12 American Management Consulting LLC  
12/12 Burns and McDonnell Engineering Co., Inc.  
12/12 Burns and McDonnell Engineering Co., Inc.  
  
12/12 Burns and McDonnell Engineering Co., Inc.

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month  | Vendor                                    | Demand Side Management | SmartGrid/Smart Meter | Financing Case   |
|--------|---|------------------------|-----------------------|------------------|
| Booked |   | KPSC #2012-00142       | KPSC #2012-00428      | KPSC #2013-00125 |
| 12/12  | Burns and McDonnell Engineering Co., Inc. |                        |                       |                  |
| 12/12  | DB Consulting LLC                         |                        |                       |                  |
| 12/12  | Dinsmore & Shohl LLP                      |                        |                       |                  |
| 12/12  | Dinsmore & Shohl LLP                      |                        |                       |                  |
| 12/12  | Doe Anderson                              |                        |                       |                  |
| 12/12  | Duke Energy Ohio Inc.                     |                        |                       |                  |
| 12/12  | Duke Energy Ohio Inc.                     |                        |                       |                  |
| 12/12  | Hogan & Lovells LLP                       |                        |                       |                  |
| 12/12  | Kentucky State Treasurer                  |                        |                       |                  |
| 12/12  | McBrayer, McGinnis, Leslie                |                        |                       |                  |
| 12/12  | McBrayer, McGinnis, Leslie                |                        |                       |                  |
| 12/12  | Mercer Inc/Wm. M.                         |                        |                       |                  |
| 12/12  | Orrick, Herrington & Sutcliffe            |                        |                       |                  |
| 12/12  | Orrick, Herrington & Sutcliffe            |                        |                       |                  |
| 12/12  | Prime Group LLC/The                       |                        |                       |                  |



**Big Rivers Electric Corporation**  
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| Month Booked | Vendor  | Demand Side                    |   |                                    |
|--------------|---|--------------------------------|---|------------------------------------|
|              |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 12/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |
| 12/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                |   |                                    |

12/12 Towers Watson Delaware Inc.  
12/12 TSE Services, Inc.  
12/12 Ziemer, Stayman, Weitzel

12/12 Ziemer, Stayman, Weitzel  
12/12 Insurance Write Off

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|                     |  |      |      |      |
|---------------------|--|------|------|------|
| Total December 2012 |  | 0.00 | 0.00 | 0.00 |
|---------------------|--|------|------|------|

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01/13 Catalyst Consulting LLc 262.50  
01/13 Catalyst Consulting LLc  
01/13 Fidelity Institutional Operations Co., Inc.

**Big Rivers Electric Corporation  
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(Gross of City Share)**

| Month Booked | Vendor                         | Demand Side             |                         |                         |
|--------------|--------------------------------|-------------------------|-------------------------|-------------------------|
|              |                                | Management              | SmartGrid/Smart Meter   | Financing Case          |
|              |                                | <u>KPSC #2012-00142</u> | <u>KPSC #2012-00428</u> | <u>KPSC #2013-00125</u> |
| 01/13        | KAEC                           |                         |                         |                         |
| 01/13        | KPMG LLP                       |                         |                         |                         |
| 01/13        | Mercer Inc/Wm. M.              |                         |                         |                         |
| 01/13        | Navigant Consulting, Inc.      |                         |                         |                         |
| 01/13        | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 01/13        | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 01/13        | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 01/13        | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 01/13        | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 01/13        | Orrick, Herrington & Sutcliffe |                         |                         |                         |

**Big Rivers Electric Corporation  
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(Gross of City Share)**

| Month Booked              | Vendor  | Demand Side Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
|---------------------------|---|--|---|------------------------------------|
| 01/13                     | Orrick, Herrington & Sutcliffe                |  |   |                                    |
| 01/13                     | Prime Group LLC/The                           |  |   |                                    |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 804.00                                     | 1,275.00                                  |                                    |
| 01/13                     | Ziemer, Stayman, Weitzel                      |  |   |                                    |
| 01/13                     | Insurance Write Off                           |  |   |                                    |
| <b>Total January 2013</b> |   | <b>1,066.50</b>                            | <b>1,275.00</b>                           | <b>0.00</b>                        |

**Big Rivers Electric Corporation  
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(Gross of City Share)**

| Month Booked | Vendor  | Demand Side                    |   |                                    |
|--------------|---|--------------------------------|---|------------------------------------|
|              |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 02/13        | American Management Consulting LLC            |                                |   |                                    |
| 02/13        | American Management Consulting LLC            |                                |   |                                    |
| 02/13        | Felicia T. Burda                              |                                |   |                                    |
| 02/13        | Dinsmore & Shohl LLP                          |                                |   |                                    |
| 02/13        | Doe Anderson                                  |                                |   |                                    |
| 02/13        | Duke Energy Ohio Inc.                         |                                |   |                                    |
| 02/13        | GDS Associates Inc.                           |                                |   |                                    |
| 02/13        | Hogan & Lovells LLP                           |                                |   |                                    |
| 02/13        | KPMG LLP                                      |                                |   |                                    |
| 02/13        | McBrayer, McGinnis, Leslie                    |                                |   |                                    |
| 02/13        | Mercer Inc/Wm. M.                             |                                |   |                                    |
| 02/13        | Mercer Inc/Wm. M.                             |                                |   |                                    |
| 02/13        | Prime Group LLC/The                           |                                |   |                                    |
| 02/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                                | 816.00                                    |                                    |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked               | Vendor              | Demand Side                    |   |                                    |
|----------------------------|---------------------|--------------------------------|---|------------------------------------|
|                            |                     | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 02/13                      | Insurance Write Off |                                |   |                                    |
| <b>Total February 2013</b> |                     | <b>816.00</b>                  | <b>0.00</b>                               | <b>0.00</b>                        |

03/13 American Management Consulting LLC

03/13 Bass, Berry, Simms PLC

03/13 Burns & McDonnell Engineering Co. Inc.

03/13 Cardwell Energy Associates Inc.

03/13 Catalyst Consulting LLC

03/13 GDS Associates Inc.

03/13 GDS Associates Inc.

03/13 Hogan & Lovells LLP

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**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                         | Demand Side                    |   |                                    |
|--------------|--------------------------------|--------------------------------|---|------------------------------------|
|              |                                | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 03/13        | KPMG LLP                       |                                |   |                                    |
| 03/13        | McBrayer, McGinnis, Leslie     |                                |   |                                    |
| 03/13        | McBrayer, McGinnis, Leslie     |                                |   |                                    |
| 03/13        | Mercer Inc/Wm. M.              |                                |   |                                    |
| 03/13        | Mercer Inc/Wm. M.              |                                |   |                                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                                |   |                                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                                |   | 14,374.73                          |
| 03/13        | Orrick, Herrington & Sutcliffe |                                |   |                                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                                |   |                                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                                |   |                                    |
| 03/13        | Orrick, Herrington & Sutcliffe |                                |   |                                    |
| 03/13        | Shipman and Goodwin            |                                |   | 1,552.50                           |

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| Month Booked            | Vendor  | Demand Side                    |   |                                    |
|-------------------------|---|--------------------------------|---|------------------------------------|
|                         |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 680.00                         | 1,615.00                                  |                                    |
| 03/13                   | Towers Watson Delaware Inc                    |                                |   |                                    |
| 03/13                   | Ziemer, Stayman, Weitzel                      |                                |   |                                    |
| 03/13                   | Insurance Write Off                           |                                |   |                                    |
| <b>Total March 2013</b> |   | <b>680.00</b>                  | <b>1,615.00</b>                           | <b>15,927.23</b>                   |

04/13 American Management Consulting LLC  
04/13 Burns & McDonnell Engineering Co. Inc.

04/13 Dinsmore & Shohl LLP  
04/13 Fidelity Institutional Operations Co., Inc.  
04/13 GDS Associates Inc.

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor  | Demand Side                    |   |                                    |
|--------------|---|--------------------------------|---|------------------------------------|
|              |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 04/13        | KPMG LLP                                      |                                |   |                                    |
| 04/13        | Mercer Inc/Wm. M.                             |                                |   |                                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                |   |                                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                |   |                                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                |   |                                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                |   | 18,358.49                          |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                |   |                                    |
| 04/13        | Orrick, Herrington & Sutcliffe                |                                |   | 1,220.54                           |
| 04/13        | Prime Group LLC/The                           |                                |   |                                    |
| 04/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 1,516.00                       | 1,913.00                                  | 462.00                             |
| 04/13        | TSE Services                                  |                                |   |                                    |



**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked            | Vendor                   | Demand Side                    |   |                                    |
|-------------------------|--------------------------|--------------------------------|---|------------------------------------|
|                         |                          | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 04/13                   | Ziemer, Stayman, Weitzel |                                |   |                                    |
| 04/13                   | Ziemer, Stayman, Weitzel |                                |   |                                    |
| 04/13                   | Insurance Write Off      |                                |   |                                    |
| <b>Total April 2013</b> |                          | 1,516.00                       | 4,664.02                                  | 20,041.03                          |

05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 Cardwell Energy Associates Inc.  
05/13 Doe Anderson  
05/13 Duke Energy Ohio Inc.  
05/13 GDS Associates Inc.

05/13 KPMG LLP  
05/13 Latham and Watkins LLP

**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month  | Vendor                         | Demand Side             | SmartGrid/Smart Meter   | Financing Case          |
|--------|--------------------------------|-------------------------|-------------------------|-------------------------|
| Booked |                                | Management              |                         |                         |
|        |                                | <u>KPSC #2012-00142</u> | <u>KPSC #2012-00428</u> | <u>KPSC #2013-00125</u> |
| 05/13  | Latham and Watkins LLP         |                         |                         |                         |
| 05/13  | Latham and Watkins LLP         |                         |                         |                         |
| 05/13  | Latham and Watkins LLP         |                         |                         |                         |
| 05/13  | Latham and Watkins LLP         |                         |                         |                         |
| 05/13  | Latham and Watkins LLP         |                         |                         |                         |
| 05/13  | Latham and Watkins LLP         |                         |                         |                         |
| 05/13  | McBrayer, McGinnis, Leslie     |                         |                         |                         |
| 05/13  | Mercer Inc/Wm. M.              |                         |                         |                         |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         |                         |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month  | Vendor                         | Demand Side             | SmartGrid/Smart Meter   | Financing Case          |
|--------|--------------------------------|-------------------------|-------------------------|-------------------------|
| Booked |                                | Management              |                         |                         |
|        |                                | <u>KPSC #2012-00142</u> | <u>KPSC #2012-00428</u> | <u>KPSC #2013-00125</u> |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         |                         |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         | 1,730.68                |
| 05/13  | Orrick, Herrington & Sutcliffe |                         |                         | 3,391.05                |
| 05/13  | Prime Group LLC/The            |                         |                         |                         |
| 05/13  | Prime Group LLC/The            |                         |                         |                         |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked  | Vendor  | Demand Side                    |   |                                    |
|---|---|--------------------------------|---|------------------------------------|
|   |   | Management<br>KPSC #2012-00142 | SmartGrid/Smart Meter<br>KPSC #2012-00428 | Financing Case<br>KPSC #2013-00125 |
| 05/13   | Shipman and Goodwin                           |                                |   |                                    |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 306.00                         | 510.00                                    | 3,888.00                           |
| 05/13   | Insurance Write Off                           |                                |   |                                    |
| <b>Total May 2013</b>                               |   | <b>306.00</b>                  | <b>510.00</b>                             | <b>9,009.73</b>                    |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | <b>13,089.50</b>               | <b>8,064.02</b>                           | <b>44,977.99</b>                   |

**Big Rivers Electric Corporation  
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(Gross of City Share)**

| Month Booked | Vendor                                    | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 06/12        | ACES Power Marketing LLC                  |                           |                   |                                 |                               |                   |
| 06/12        | American Management Consulting LLC        |                           |                   |                                 |                               |                   |
| 06/12        | American Management Consulting LLC        |                           |                   |                                 |                               |                   |
| 06/12        | Burns and McDonnell Engineering Co., Inc. |                           |                   |                                 |                               |                   |
| 06/12        | Burns and McDonnell Engineering Co., Inc. |                           |                   |                                 |                               |                   |
| 06/12        | Catalyst Consulting LLC                   |                           |                   |                                 |                               |                   |
| 06/12        | Catalyst Consulting LLC                   |                           |                   |                                 |                               |                   |
| 06/12        | Catalyst Consulting LLC                   |                           |                   |                                 |                               |                   |
| 06/12        | DB Consulting LLC                         |                           |                   |                                 |                               |                   |
| 06/12        | GDS Associates Inc.                       |                           |                   |                                 |                               |                   |
| 06/12        | Hogan & Lovells LLP                       |                           |                   |                                 |                               |                   |
| 06/12        | Integrity Development Consultants Inc.    |                           |                   |                                 |                               |                   |
| 06/12        | McBrayer, McGinnis, Leslie                |                           |                   |                                 |                               |                   |
| 06/12        | Mercer Inc/Wm. M.                         |                           |                   |                                 |                               |                   |
| 06/12        | Navigant Consulting, Inc.                 |                           |                   |                                 |                               |                   |
| 06/12        | Orrick, Herrington & Sutcliffe            |                           |                   |                                 |                               |                   |

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**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked    | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|-----------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 06/12           | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 06/12           | Prime Group LLC/The                           |                           |                   |                                 |                               |                   |
| 06/12           | Sargent and Lundy LLC                         |                           |                   |                                 |                               |                   |
| 06/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 06/12           | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 06/12           | TSE Services, Inc.                            |                           |                   |                                 |                               |                   |
| 06/12           | Vantage Energy Consulting LLP                 |                           |                   |                                 |                               |                   |
| 06/12           | Vantage Energy Consulting LLP                 |                           |                   |                                 |                               |                   |
| 06/12           | Ziemer, Stayman, Weitzel                      |                           |                   |                                 |                               |                   |
| 06/12           | Insurance Write Off                           |                           |                   |                                 |                               |                   |
| Total June 2012 |   | 0.00                      | 0.00              | 0.00                            | 0.00                          | 0.00              |

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| Month Booked | Vendor                                      | Environmental<br>CSAPR Study | New Source<br>Review | Coal/Petcoke<br>Physical<br>Inventory | Contract<br>Negotiation-<br>New Load | Miscoded<br>Invoices |
|--------------|---|------------------------------|----------------------|---------------------------------------|--------------------------------------|----------------------|
| 07/12        | ACES Power Marketing LLC                    |                              |                      |                                       |                                      |                      |
| 07/12        | American Management Consulting LLC          |                              |                      |                                       |                                      |                      |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   |                              |                      |                                       |                                      |                      |
| 07/12        | Catalyst Consulting LLC                     |                              |                      |                                       |                                      |                      |
| 07/12        | Catalyst Consulting LLC                     |                              |                      |                                       |                                      |                      |
| 07/12        | Catalyst Consulting LLC                     |                              |                      |                                       |                                      |                      |
| 07/12        | Catalyst Consulting LLC                     |                              |                      |                                       |                                      |                      |
| 07/12        | DB Consulting LLC                           |                              |                      |                                       |                                      |                      |
| 07/12        | DLA Piper LLP                               |                              |                      |                                       |                                      |                      |
| 07/12        | Duke Energy Ohio Inc.                       |                              |                      |                                       |                                      |                      |
| 07/12        | Fidelity Institutional Operations Co., Inc. |                              |                      |                                       |                                      |                      |
| 07/12        | GDS Associates Inc.                         |                              |                      |                                       |                                      |                      |
| 07/12        | Hogan & Lovells LLP                         |                              |                      |                                       |                                      |                      |
| 07/12        | Integrity Development Consultants Inc.      |                              |                      |                                       |                                      |                      |

**Big Rivers Electric Corporation**  
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| Month Booked | Vendor                                 | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|--|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 07/12        | Integrity Development Consultants Inc. |                           |                   |                                 |                               |                   |
| 07/12        | McBrayer, McGinnis, Leslie             |                           |                   |                                 |                               |                   |
| 07/12        | Mercer Inc/Wm. M.                      |                           |                   |                                 |                               |                   |
| 07/12        | Myriad CPA Group                       |                           |                   |                                 |                               |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |
| 07/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |



**Big Rivers Electric Corporation**  
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| Month Booked           | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|------------------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 07/12                  | Sargent and Lundy LLC                         |                           |                   |                                 |                               |                   |
| 07/12                  | Siemens Industry Inc.                         |                           |                   |                                 |                               |                   |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 07/12                  | Ziemer, Stayman, Weitzel                      |                           |                   |                                 |                               |                   |
| 07/12                  | Insurance Write Off                           |                           |                   |                                 |                               |                   |
| <b>Total July 2012</b> |   | 0.00                      | 0.00              | 0.00                            | 0.00                          | 0.00              |

08/12 ACES Power Marketing LLC  
08/12 ACES Power Marketing LLC

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**(Gross of City Share)**

| Month Booked | Vendor                                    | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 08/12        | American Management Consulting LLC        |                           |                   |                                 |                               |                   |
| 08/12        | Burns and McDonnell Engineering Co., Inc. |                           |                   |                                 |                               |                   |
| 08/12        | Catalyst Consulting LLC                   |                           |                   |                                 |                               |                   |
| 08/12        | Catalyst Consulting LLC                   |                           |                   |                                 |                               |                   |
| 08/12        | DB Consulting LLC                         |                           |                   |                                 |                               |                   |
| 08/12        | DB Consulting LLC                         |                           |                   |                                 |                               |                   |
| 08/12        | Doe Anderson                              |                           |                   |                                 |                               |                   |
| 08/12        | GDS Associates Inc.                       |                           |                   |                                 |                               |                   |
| 08/12        | Hogan & Lovells LLP                       |                           |                   |                                 |                               |                   |
| 08/12        | Integrity Development Consultants Inc.    |                           |                   |                                 |                               |                   |
| 08/12        | Itron Inc.                                |                           |                   |                                 |                               | 28,965.25         |
| 08/12        | Kentucky State Treasurer                  |                           |                   |                                 |                               | 1,737.92          |
| 08/12        | KPMG LLP                                  |                           |                   |                                 |                               |                   |
| 08/12        | KPMG LLP                                  |                           |                   |                                 |                               |                   |
| 08/12        | KPMG LLP                                  |                           |                   |                                 |                               |                   |
| 08/12        | McBrayer, McGinnis, Leslie                |                           |                   |                                 |                               |                   |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month | Vendor                         | Environmental<br>CSAPR Study | New Source<br>Review | Coal/Petcoke<br>Physical<br>Inventory | Contract<br>Negotiation-<br>New Load | Miscoded<br>Invoices |
|-------|--------------------------------|------------------------------|----------------------|---------------------------------------|--------------------------------------|----------------------|
| 08/12 | McBrayer, McGinnis, Leslie     |                              |                      |                                       |                                      |                      |
| 08/12 | Mercer Inc/Wm. M.              |                              |                      |                                       |                                      |                      |
| 08/12 | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 08/12 | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 08/12 | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 08/12 | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 08/12 | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 08/12 | Sargent and Lundy LLC          |                              |                      |                                       |                                      |                      |
| 08/12 | Sargent and Lundy LLC          |                              |                      |                                       |                                      |                      |
| 08/12 | Siemens Industry Inc.          |                              |                      |                                       |                                      |                      |

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(Gross of City Share)**

| Month Booked             | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 08/12                    | Siemens Industry Inc.                         |                           |                   |                                 |                               |                   |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           | 3,740.00          |                                 |                               |                   |
| 08/12                    | Vantage Energy Consulting LLP                 |                           |                   |                                 |                               |                   |
| 08/12                    | Vantage Energy Consulting LLP                 |                           |                   |                                 |                               |                   |
| 08/12                    | Ziemer, Stayman, Weitzel                      |                           |                   |                                 |                               |                   |
| 08/12                    | Insurance Write Off                           |                           |                   |                                 |                               |                   |
| <b>Total August 2012</b> |   | <b>0.00</b>               | <b>3,740.00</b>   | <b>0.00</b>                     | <b>0.00</b>                   | <b>30,703.17</b>  |

09/12 American Management Consulting LLC  
09/12 Burns and McDonnell Engineering Co., Inc.

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| Month Booked | Vendor                                 | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|--|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 09/12        | Cardwell Energy Associates Inc.        |                           |                   |                                 |                               |                   |
| 09/12        | Catalyst Consulting LLC                |                           |                   |                                 |                               |                   |
| 09/12        | Doe Anderson                           |                           |                   |                                 |                               |                   |
| 09/12        | Hogan & Lovells LLP                    |                           |                   |                                 |                               |                   |
| 09/12        | Hunton & Williams LLP                  |                           | 49,648.23         |                                 |                               |                   |
| 09/12        | Integrity Development Consultants Inc. |                           |                   |                                 |                               |                   |
| 09/12        | McBrayer, McGinnis, Leslie             |                           |                   |                                 |                               |                   |
| 09/12        | Mercer Inc/Wm. M.                      |                           |                   |                                 |                               |                   |
| 09/12        | Myriad CPA Group                       |                           |                   |                                 |                               |                   |
| 09/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |
| 09/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |
| 09/12        | Orrick, Herrington & Sutcliffe         |                           |                   |                                 |                               |                   |

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| Month Booked                | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|-----------------------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 09/12                       | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 09/12                       | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 09/12                       | TSE Services, Inc.                            |                           |                   |                                 |                               |                   |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                           |                   |                                 |                               |                   |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                           |                   |                                 |                               |                   |
| 09/12                       | Insurance Write Off                           |                           |                   |                                 |                               |                   |
| <b>Total September 2012</b> |   | <b>0.00</b>               | <b>49,648.23</b>  | <b>0.00</b>                     | <b>0.00</b>                   | <b>0.00</b>       |

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| Month Booked | Vendor                                      | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 10/12        | ACES Power Marketing LLC                    |                           |                   |                                 |                               |                   |
| 10/12        | American Management Consulting LLC          |                           |                   |                                 |                               |                   |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   |                           |                   |                                 |                               |                   |
| 10/12        | Catalyst Consulting LLC                     |                           |                   |                                 |                               |                   |
| 10/12        | Catalyst Consulting LLC                     |                           |                   |                                 |                               |                   |
| 10/12        | DB Consulting LLC                           |                           |                   |                                 |                               |                   |
| 10/12        | Doe Anderson                                |                           |                   |                                 |                               |                   |
| 10/12        | Doe Anderson                                |                           |                   |                                 |                               |                   |
| 10/12        | Fidelity Institutional Operations Co., Inc. |                           |                   |                                 |                               |                   |
| 10/12        | GDS Associates Inc.                         |                           |                   |                                 |                               |                   |
| 10/12        | Hogan & Lovells LLP                         |                           |                   |                                 | 79,802.25                     |                   |
| 10/12        | Hogan & Lovells LLP                         |                           |                   |                                 | 9,022.50                      |                   |
| 10/12        | Hogan & Lovells LLP                         |                           |                   |                                 | 30,122.69                     |                   |

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| Month Booked | Vendor                         | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|--------------------------------|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 10/12        | Hogan & Lovells LLP            |                           |                   |                                 | 17,818.51                     |                   |
| 10/12        | Hogan & Lovells LLP            |                           |                   |                                 |                               |                   |
| 10/12        | Hunton & Williams LLP          |                           | 213.90            |                                 |                               |                   |
| 10/12        | Itron Inc.                     |                           |                   |                                 |                               | (28,965.25)       |
| 10/12        | Kentucky State Treasurer       |                           |                   |                                 |                               | (1,737.92)        |
| 10/12        | L. Robert Kimball              |                           |                   | 14,545.00                       |                               |                   |
| 10/12        | L. Robert Kimball              |                           |                   | 13,554.00                       |                               |                   |
| 10/12        | L. Robert Kimball              |                           |                   | 11,673.00                       |                               |                   |
| 10/12        | L. Robert Kimball              |                           |                   | 10,620.00                       |                               |                   |
| 10/12        | McBrayer, McGinnis, Leslie     |                           |                   |                                 |                               |                   |
| 10/12        | Mercer Inc/Wm. M.              |                           |                   |                                 |                               |                   |
| 10/12        | Orrick, Herrington & Sutcliffe |                           |                   |                                 | 26,393.02                     |                   |



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| Month Booked | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 10/12        | Orrick, Herrington & Sutcliffe                |                           |                   |                                 | 4,661.54                      |                   |
| 10/12        | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 10/12        | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 10/12        | Power Cost Inc./PCI                           |                           |                   |                                 |                               |                   |
| 10/12        | Prime Group LLC/The                           |                           |                   |                                 |                               |                   |
| 10/12        | Sargent and Lundy LLC                         |                           |                   |                                 |                               |                   |
| 10/12        | Siemens Industry Inc.                         |                           |                   |                                 |                               |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 | 308.00                        |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 | 3,850.00                      |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 | 4,290.00                      |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 | 2,860.00                      |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 | 110.00                        |                   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |

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| Month Booked              | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|---------------------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 10/12                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 | 2,314.00                      |                   |
| 10/12                     | Vantage Energy Consulting LLP                 |                           |                   |                                 |                               |                   |
| 10/12                     | Insurance Write Off                           |                           |                   |                                 |                               |                   |
| <b>Total October 2012</b> |   | 0.00                      | 213.90            | 50,392.00                       | 181,552.51                    | (30,703.17)       |

11/12 American Management Consulting LLC  
11/12 Burns and McDonnell Engineering Co., Inc. 25,886.38

11/12 Burns and McDonnell Engineering Co., Inc. 15,524.40

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| Month Booked | Vendor                                    | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 11/12        | Burns and McDonnell Engineering Co., Inc. | 13,035.26                 |                   |                                 |                               |                   |
| 11/12        | Burns and McDonnell Engineering Co., Inc. | 2,290.18                  |                   |                                 |                               |                   |
| 11/12        | Burns and McDonnell Engineering Co., Inc. | 26,939.86                 |                   |                                 |                               |                   |

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| Month Booked | Vendor                         | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|--------------------------------|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 11/12        | Dinsmore & Shohl LLP           |                           |                   |                                 |                               |                   |
| 11/12        | DB Consulting LLC              |                           |                   |                                 |                               |                   |
| 11/12        | Doe Anderson                   |                           |                   |                                 |                               |                   |
| 11/12        | GDS Associates Inc.            |                           |                   |                                 |                               |                   |
| 11/12        | Hogan & Lovells LLP            |                           |                   |                                 |                               |                   |
| 11/12        | KPMG LLP                       |                           |                   |                                 |                               |                   |
| 11/12        | KPMG LLP                       |                           |                   |                                 |                               |                   |
| 11/12        | McBrayer, McGinnis, Leslie     |                           |                   |                                 |                               |                   |
| 11/12        | Mercer Inc/Wm. M.              |                           |                   |                                 |                               |                   |
| 11/12        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 11/12        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 11/12        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 11/12        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 11/12        | Southwest Power Pool           |                           |                   |                                 |                               |                   |

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| Month Booked               | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|----------------------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 | 88.00                         |                   |
| 11/12                      | Ziemer, Stayman, Weitzel                      |                           |                   |                                 |                               |                   |
| 11/12                      | Insurance Write Off                           |                           |                   |                                 |                               |                   |
| <b>Total November 2012</b> |   | <b>83,676.08</b>          | <b>0.00</b>       | <b>0.00</b>                     | <b>88.00</b>                  | <b>0.00</b>       |

12/12 American Management Consulting LLC  
12/12 Burns and McDonnell Engineering Co., Inc.  
12/12 Burns and McDonnell Engineering Co., Inc.  
  
12/12 Burns and McDonnell Engineering Co., Inc.

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| Month Booked | Vendor                                    | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 12/12        | Burns and McDonnell Engineering Co., Inc. | 580.00                    |                   |                                 |                               |                   |
| 12/12        | DB Consulting LLC                         |                           |                   |                                 |                               |                   |
| 12/12        | Dinsmore & Shohl LLP                      |                           |                   |                                 |                               |                   |
| 12/12        | Dinsmore & Shohl LLP                      |                           |                   |                                 |                               |                   |
| 12/12        | Doe Anderson                              |                           |                   |                                 |                               |                   |
| 12/12        | Duke Energy Ohio Inc.                     |                           |                   |                                 |                               |                   |
| 12/12        | Duke Energy Ohio Inc.                     |                           |                   |                                 |                               |                   |
| 12/12        | Hogan & Lovells LLP                       |                           |                   |                                 |                               |                   |
| 12/12        | Kentucky State Treasurer                  |                           |                   |                                 |                               |                   |
| 12/12        | McBrayer, McGinnis, Leslie                |                           |                   |                                 |                               | 1,737.92          |
| 12/12        | McBrayer, McGinnis, Leslie                |                           |                   |                                 |                               |                   |
| 12/12        | Mercer Inc/Wm. M.                         |                           |                   |                                 |                               |                   |
| 12/12        | Orrick, Herrington & Sutcliffe            |                           |                   |                                 |                               |                   |
| 12/12        | Orrick, Herrington & Sutcliffe            |                           |                   |                                 |                               |                   |
| 12/12        | Prime Group LLC/The                       |                           |                   |                                 |                               |                   |

**Big Rivers Electric Corporation**  
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| Month Booked               | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|----------------------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 | 95.00                         |                   |
| 12/12                      | Towers Watson Delaware Inc.                   |                           |                   |                                 |                               |                   |
| 12/12                      | TSE Services, Inc.                            |                           |                   |                                 |                               |                   |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                           |                   |                                 |                               |                   |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                           |                   |                                 |                               |                   |
| 12/12                      | Insurance Write Off                           |                           |                   |                                 |                               |                   |
| <b>Total December 2012</b> |   | <b>580.00</b>             | <b>0.00</b>       | <b>0.00</b>                     | <b>95.00</b>                  | <b>1,737.92</b>   |

01/13 Catalyst Consulting LLc  
01/13 Catalyst Consulting LLc  
01/13 Fidelity Institutional Operations Co., Inc.

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| Month Booked | Vendor                         | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|--------------------------------|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 01/13        | KAEC                           |                           |                   |                                 |                               |                   |
| 01/13        | KPMG LLP                       |                           |                   |                                 |                               |                   |
| 01/13        | Mercer Inc/Wm. M.              |                           |                   |                                 |                               |                   |
| 01/13        | Navigant Consulting, Inc.      |                           |                   |                                 |                               |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 01/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |



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(Gross of City Share)**

| Month Booked              | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|---------------------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 01/13                     | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 01/13                     | Prime Group LLC/The                           |                           |                   |                                 |                               |                   |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 01/13                     | Ziemer, Stayman, Weitzel                      |                           |                   |                                 |                               |                   |
| 01/13                     | Insurance Write Off                           |                           |                   |                                 |                               |                   |
| <b>Total January 2013</b> |   | 0.00                      | 0.00              | 0.00                            | 0.00                          | 0.00              |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor  | Environmental<br>CSAPR Study | New Source<br>Review | Coal/Petcoke<br>Physical<br>Inventory | Contract<br>Negotiation-<br>New Load | Miscoded<br>Invoices |
|--------------|---|------------------------------|----------------------|---------------------------------------|--------------------------------------|----------------------|
| 02/13        | American Management Consulting LLC            |                              |                      |                                       |                                      |                      |
| 02/13        | American Management Consulting LLC            |                              |                      |                                       |                                      |                      |
| 02/13        | Felicia T. Burda                              |                              |                      |                                       |                                      |                      |
| 02/13        | Dinsmore & Shohl LLP                          |                              |                      |                                       |                                      |                      |
| 02/13        | Doe Anderson                                  |                              |                      |                                       |                                      |                      |
| 02/13        | Duke Energy Ohio Inc.                         |                              |                      |                                       |                                      |                      |
| 02/13        | GDS Associates Inc.                           |                              |                      |                                       |                                      |                      |
| 02/13        | Hogan & Lovells LLP                           |                              |                      |                                       |                                      |                      |
| 02/13        | KPMG LLP                                      |                              |                      |                                       |                                      |                      |
| 02/13        | McBrayer, McGinnis, Leslie                    |                              |                      |                                       |                                      |                      |
| 02/13        | Mercer Inc/Wm. M.                             |                              |                      |                                       |                                      |                      |
| 02/13        | Mercer Inc/Wm. M.                             |                              |                      |                                       |                                      |                      |
| 02/13        | Prime Group LLC/The                           |                              |                      |                                       |                                      |                      |
| 02/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                              |                      |                                       |                                      |                      |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked               | Vendor              | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|----------------------------|---------------------|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 02/13                      | Insurance Write Off |                           |                   |                                 |                               |                   |
| <b>Total February 2013</b> |                     | 0.00                      | 0.00              | 0.00                            | 0.00                          | 0.00              |

03/13 American Management Consulting LLC

03/13 Bass, Berry, Simms PLC

03/13 Burns & McDonnell Engineering Co. Inc.

03/13 Cardwell Energy Associates Inc.

03/13 Catalyst Consulting LLC

03/13 GDS Associates Inc.

03/13 GDS Associates Inc.

03/13 Hogan & Lovells LLP

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**(Gross of City Share)**

| Month Booked | Vendor                         | Environmental<br>CSAPR Study | New Source<br>Review | Coal/Petcoke<br>Physical<br>Inventory | Contract<br>Negotiation-<br>New Load | Miscoded<br>Invoices |
|--------------|--------------------------------|------------------------------|----------------------|---------------------------------------|--------------------------------------|----------------------|
| 03/13        | KPMG LLP                       |                              |                      |                                       |                                      |                      |
| 03/13        | McBrayer, McGinnis, Leslie     |                              |                      |                                       |                                      |                      |
| 03/13        | McBrayer, McGinnis, Leslie     |                              |                      |                                       |                                      |                      |
| 03/13        | Mercer Inc/Wm. M.              |                              |                      |                                       |                                      |                      |
| 03/13        | Mercer Inc/Wm. M.              |                              |                      |                                       |                                      |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 03/13        | Orrick, Herrington & Sutcliffe |                              |                      |                                       |                                      |                      |
| 03/13        | Shipman and Goodwin            |                              |                      |                                       |                                      |                      |

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| Month Booked            | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|-------------------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 03/13                   | Towers Watson Delaware Inc                    |                           |                   |                                 |                               |                   |
| 03/13                   | Ziemer, Stayman, Weitzel                      |                           |                   |                                 |                               |                   |
| 03/13                   | Insurance Write Off                           |                           |                   |                                 |                               |                   |
| <b>Total March 2013</b> |   | 0.00                      | 0.00              | 0.00                            | 0.00                          | 0.00              |

04/13 American Management Consulting LLC  
04/13 Burns & McDonnell Engineering Co. Inc.

04/13 Dinsmore & Shohl LLP  
04/13 Fidelity Institutional Operations Co., Inc.  
04/13 GDS Associates Inc.

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**(Gross of City Share)**

| Month Booked | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 04/13        | KPMG LLP                                      |                           |                   |                                 |                               |                   |
| 04/13        | Mercer Inc/Wm. M.                             |                           |                   |                                 |                               |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                           |                   |                                 |                               |                   |
| 04/13        | Prime Group LLC/The                           |                           |                   |                                 |                               |                   |
| 04/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 04/13        | TSE Services                                  |                           |                   |                                 |                               |                   |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked            | Vendor                   | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|-------------------------|--------------------------|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 04/13                   | Ziemer, Stayman, Weitzel |                           |                   |                                 |                               |                   |
| 04/13                   | Ziemer, Stayman, Weitzel |                           |                   |                                 |                               |                   |
| 04/13                   | Insurance Write Off      |                           |                   |                                 |                               |                   |
| <b>Total April 2013</b> |                          | 0.00                      | 0.00              | 0.00                            | 0.00                          | 0.00              |

05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 American Management Consulting LLC  
05/13 Cardwell Energy Associates Inc.  
05/13 Doe Anderson  
05/13 Duke Energy Ohio Inc.  
05/13 GDS Associates Inc.

05/13 KPMG LLP  
05/13 Latham and Watkins LLP

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**(Gross of City Share)**

| Month Booked | Vendor                         | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|--------------------------------|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 05/13        | Latham and Watkins LLP         |                           |                   |                                 |                               |                   |
| 05/13        | Latham and Watkins LLP         |                           |                   |                                 |                               |                   |
| 05/13        | Latham and Watkins LLP         |                           |                   |                                 |                               |                   |
| 05/13        | Latham and Watkins LLP         |                           |                   |                                 |                               |                   |
| 05/13        | Latham and Watkins LLP         |                           |                   |                                 |                               |                   |
| 05/13        | Latham and Watkins LLP         |                           |                   |                                 |                               |                   |
| 05/13        | McBrayer, McGinnis, Leslie     |                           |                   |                                 |                               |                   |
| 05/13        | Mercer Inc/Wm. M.              |                           |                   |                                 |                               |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |



**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                         | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|--------------|--------------------------------|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 05/13        | Orrick, Herrington & Sutcliffe |                           |                   |                                 |                               |                   |
| 05/13        | Prime Group LLC/The            |                           |                   |                                 |                               |                   |
| 05/13        | Prime Group LLC/The            |                           |                   |                                 |                               |                   |

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**(Gross of City Share)**

| Month Booked  | Vendor  | Environmental CSAPR Study | New Source Review | Coal/Petcoke Physical Inventory | Contract Negotiation-New Load | Miscoded Invoices |
|---|---|---------------------------|-------------------|---------------------------------|-------------------------------|-------------------|
| 05/13   | Shipman and Goodwin                           |                           |                   |                                 |                               |                   |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                           |                   |                                 |                               |                   |
| 05/13   | Insurance Write Off                           |                           |                   |                                 |                               |                   |
| <b>Total May 2013</b>                               |   | 0.00                      | 0.00              | 0.00                            | 0.00                          | 0.00              |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | 84,256.08                 | 53,602.13         | 50,392.00                       | 181,735.51                    | 1,737.92          |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month  | Vendor                                    | HMP&L   | Asbestos   | Environmental                              |
|--------|---|---------|------------|--|
| Booked |   | General | Litigation | CSAPR Study Sale of Plant(s) Load Forecast |
| 06/12  | ACES Power Marketing LLC                  |         |            |  |
| 06/12  | American Management Consulting LLC        |         |            |  |
| 06/12  | American Management Consulting LLC        |         |            |  |
| 06/12  | Burns and McDonnell Engineering Co., Inc. |         |            |  |
| 06/12  | Burns and McDonnell Engineering Co., Inc. |         |            |  |
| 06/12  | Catalyst Consulting LLC                   |         |            |  |
| 06/12  | Catalyst Consulting LLC                   |         |            |  |
| 06/12  | Catalyst Consulting LLC                   |         |            |  |
| 06/12  | DB Consulting LLC                         |         |            |  |
| 06/12  | GDS Associates Inc.                       |         |            |  |
| 06/12  | Hogan & Lovells LLP                       |         |            |  |
| 06/12  | Integrity Development Consultants Inc.    |         |            |  |
| 06/12  | McBrayer, McGinnis, Leslie                |         |            |  |
| 06/12  | Mercer Inc/Wm. M.                         |         |            |  |
| 06/12  | Navigant Consulting, Inc.                 |         |            |  |
| 06/12  | Orrick, Herrington & Sutcliffe            |         |            |  |

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| Month Booked           | Vendor  | HMP&L General    | Asbestos Litigation | Environmental CSAPR Study | Sale of Plant(s) | Load Forecast |
|------------------------|---|------------------|---------------------|---------------------------|------------------|---------------|
| 06/12                  | Orrick, Herrington & Sutcliffe                |                  |                     |                           |                  |               |
| 06/12                  | Prime Group LLC/The                           |                  |                     |                           |                  |               |
| 06/12                  | Sargent and Lundy LLC                         |                  |                     |                           |                  |               |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 10,763.00        |                     |                           |                  |               |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                     |                           |                  |               |
| 06/12                  | TSE Services, Inc.                            |                  |                     |                           |                  |               |
| 06/12                  | Vantage Energy Consulting LLP                 |                  |                     |                           |                  |               |
| 06/12                  | Vantage Energy Consulting LLP                 |                  |                     |                           |                  |               |
| 06/12                  | Ziemer, Stayman, Weitzel                      |                  |                     |                           |                  |               |
| 06/12                  | Insurance Write Off                           |                  |                     |                           |                  |               |
| <b>Total June 2012</b> |   | <b>10,763.00</b> | <b>0.00</b>         | <b>0.00</b>               | <b>0.00</b>      | <b>0.00</b>   |

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| Month Booked | Vendor                                      | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|--------------|---|------------------|------------------------|------------------------------|------------------|---------------|
| 07/12        | ACES Power Marketing LLC                    |                  |                        |                              |                  |               |
| 07/12        | American Management Consulting LLC          |                  |                        |                              |                  |               |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   |                  |                        |                              |                  |               |
| 07/12        | Catalyst Consulting LLC                     |                  |                        |                              |                  |               |
| 07/12        | Catalyst Consulting LLC                     |                  |                        |                              |                  |               |
| 07/12        | Catalyst Consulting LLC                     |                  |                        |                              |                  |               |
| 07/12        | Catalyst Consulting LLC                     |                  |                        |                              |                  |               |
| 07/12        | DB Consulting LLC                           |                  |                        |                              |                  |               |
| 07/12        | DLA Piper LLP                               |                  |                        |                              |                  |               |
| 07/12        | Duke Energy Ohio Inc.                       |                  |                        |                              |                  |               |
| 07/12        | Fidelity Institutional Operations Co., Inc. |                  |                        |                              |                  |               |
| 07/12        | GDS Associates Inc.                         |                  |                        |                              |                  |               |
| 07/12        | Hogan & Lovells LLP                         |                  |                        |                              |                  |               |
| 07/12        | Integrity Development Consultants Inc.      |                  |                        |                              |                  |               |

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| Month | Vendor                                 | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study Sale of Plant(s) Load Forecast |
|-------|--|------------------|------------------------|---|
| 07/12 | Integrity Development Consultants Inc. |                  |                        |   |
| 07/12 | McBrayer, McGinnis, Leslie             |                  |                        |   |
| 07/12 | Mercer Inc/Wm. M.                      |                  |                        |   |
| 07/12 | Myriad CPA Group                       |                  |                        |   |
| 07/12 | Orrick, Herrington & Sutcliffe         |                  |                        |   |
| 07/12 | Orrick, Herrington & Sutcliffe         |                  |                        |   |
| 07/12 | Orrick, Herrington & Sutcliffe         |                  |                        |   |
| 07/12 | Orrick, Herrington & Sutcliffe         |                  |                        |   |
| 07/12 | Orrick, Herrington & Sutcliffe         |                  |                        |   |
| 07/12 | Orrick, Herrington & Sutcliffe         |                  |                        |   |
| 07/12 | Orrick, Herrington & Sutcliffe         |                  |                        |   |
| 07/12 | Orrick, Herrington & Sutcliffe         |                  |                        |   |

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**(Gross of City Share)**

| Month Booked           | Vendor  | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|------------------------|---|------------------|------------------------|------------------------------|------------------|---------------|
| 07/12                  | Sargent and Lundy LLC                         |                  |                        |                              |                  |               |
| 07/12                  | Siemens Industry Inc.                         |                  |                        |                              |                  |               |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 4,779.00         |                        |                              |                  |               |
| 07/12                  | Ziemer, Stayman, Weitzel                      |                  |                        |                              |                  |               |
| 07/12                  | Insurance Write Off                           |                  |                        |                              |                  |               |
| <b>Total July 2012</b> |   | <b>4,779.00</b>  | <b>0.00</b>            | <b>0.00</b>                  | <b>0.00</b>      | <b>0.00</b>   |

08/12 ACES Power Marketing LLC  
08/12 ACES Power Marketing LLC

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| Month Booked | Vendor                                    | HMP&L General | Asbestos Litigation | Environmental CSAPR Study | Sale of Plant(s) | Load Forecast |
|--------------|---|---------------|---------------------|---------------------------|------------------|---------------|
| 08/12        | American Management Consulting LLC        |               |                     |                           |                  |               |
| 08/12        | Burns and McDonnell Engineering Co., Inc. |               |                     |                           |                  |               |
| 08/12        | Catalyst Consulting LLC                   |               |                     |                           |                  |               |
| 08/12        | Catalyst Consulting LLC                   |               |                     |                           |                  |               |
| 08/12        | DB Consulting LLC                         |               |                     |                           |                  |               |
| 08/12        | DB Consulting LLC                         |               |                     |                           |                  |               |
| 08/12        | Doe Anderson                              |               |                     |                           |                  |               |
| 08/12        | GDS Associates Inc.                       |               |                     |                           |                  |               |
| 08/12        | Hogan & Lovells LLP                       |               |                     |                           |                  |               |
| 08/12        | Integrity Development Consultants Inc.    |               |                     |                           |                  |               |
| 08/12        | Itron Inc.                                |               |                     |                           |                  |               |
| 08/12        | Kentucky State Treasurer                  |               |                     |                           |                  |               |
| 08/12        | KPMG LLP                                  |               |                     |                           |                  |               |
| 08/12        | KPMG LLP                                  |               |                     |                           |                  |               |
| 08/12        | KPMG LLP                                  |               |                     |                           |                  |               |
| 08/12        | McBrayer, McGinnis, Leslie                |               |                     |                           |                  |               |



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**(Gross of City Share)**

| Month | Vendor                         | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|-------|--------------------------------|------------------|------------------------|------------------------------|------------------|---------------|
| 08/12 | McBrayer, McGinnis, Leslie     |                  |                        |                              |                  |               |
| 08/12 | Mercer Inc/Wm. M.              |                  |                        |                              |                  |               |
| 08/12 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 08/12 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 08/12 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 08/12 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 08/12 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 08/12 | Sargent and Lundy LLC          |                  |                        |                              |                  |               |
| 08/12 | Sargent and Lundy LLC          |                  |                        |                              |                  |               |
| 08/12 | Siemens Industry Inc.          |                  |                        |                              |                  |               |

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| Month Booked             | Vendor  | HMP&L General   | Asbestos Litigation | Environmental CSAPR Study | Sale of Plant(s) | Load Forecast |
|--------------------------|---|-----------------|---------------------|---------------------------|------------------|---------------|
| 08/12                    | Siemens Industry Inc.                         |                 |                     |                           |                  |               |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                 |                     |                           |                  |               |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 4,746.40        | 374.00              |                           |                  |               |
| 08/12                    | Vantage Energy Consulting LLP                 |                 |                     |                           |                  |               |
| 08/12                    | Vantage Energy Consulting LLP                 |                 |                     |                           |                  |               |
| 08/12                    | Ziemer, Stayman, Weitzel                      |                 |                     |                           |                  |               |
| 08/12                    | Insurance Write Off                           |                 |                     |                           |                  |               |
| <b>Total August 2012</b> |   | <b>4,746.40</b> | <b>374.00</b>       | <b>0.00</b>               | <b>0.00</b>      | <b>0.00</b>   |

09/12 American Management Consulting LLC  
09/12 Burns and McDonnell Engineering Co., Inc.

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**(Gross of City Share)**

| Month | Vendor                                 | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|-------|--|------------------|------------------------|------------------------------|------------------|---------------|
| 09/12 | Cardwell Energy Associates Inc.        |                  |                        |                              |                  |               |
| 09/12 | Catalyst Consulting LLC                |                  |                        |                              |                  |               |
| 09/12 | Doe Anderson                           |                  |                        |                              |                  |               |
| 09/12 | Hogan & Lovells LLP                    |                  |                        |                              |                  |               |
| 09/12 | Hunton & Williams LLP                  |                  |                        |                              |                  |               |
| 09/12 | Integrity Development Consultants Inc. |                  |                        |                              |                  |               |
| 09/12 | McBrayer, McGinnis, Leslie             |                  |                        |                              |                  |               |
| 09/12 | Mercer Inc/Wm. M.                      |                  |                        |                              |                  |               |
| 09/12 | Myriad CPA Group                       |                  |                        |                              |                  |               |
| 09/12 | Orrick, Herrington & Sutcliffe         |                  |                        |                              |                  |               |
| 09/12 | Orrick, Herrington & Sutcliffe         |                  |                        |                              |                  |               |
| 09/12 | Orrick, Herrington & Sutcliffe         |                  |                        |                              |                  |               |

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**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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**(Gross of City Share)**

| Month                       | Vendor  | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|-----------------------------|---|------------------|------------------------|------------------------------|------------------|---------------|
| 09/12                       | Orrick, Herrington & Sutcliffe                |                  |                        |                              |                  |               |
| 09/12                       | Orrick, Herrington & Sutcliffe                |                  |                        |                              |                  |               |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 9,253.28         | 57.00                  |                              |                  |               |
| 09/12                       | TSE Services, Inc.                            |                  |                        |                              |                  |               |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                  |                        |                              |                  |               |
| 09/12                       | Ziemer, Stayman, Weitzel                      |                  |                        |                              |                  |               |
| 09/12                       | Insurance Write Off                           |                  |                        |                              |                  |               |
| <b>Total September 2012</b> |   | <b>9,253.28</b>  | <b>57.00</b>           | <b>0.00</b>                  | <b>0.00</b>      | <b>0.00</b>   |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                                      | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|--------------|---|------------------|------------------------|------------------------------|------------------|---------------|
| 10/12        | ACES Power Marketing LLC                    |                  |                        |                              |                  |               |
| 10/12        | American Management Consulting LLC          |                  |                        |                              |                  |               |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   |                  |                        |                              |                  |               |
| 10/12        | Catalyst Consulting LLC                     |                  |                        |                              |                  |               |
| 10/12        | Catalyst Consulting LLC                     |                  |                        |                              |                  |               |
| 10/12        | DB Consulting LLC                           |                  |                        |                              |                  |               |
| 10/12        | Doe Anderson                                |                  |                        |                              |                  |               |
| 10/12        | Doe Anderson                                |                  |                        |                              |                  |               |
| 10/12        | Fidelity Institutional Operations Co., Inc. |                  |                        |                              |                  |               |
| 10/12        | GDS Associates Inc.                         |                  |                        |                              |                  |               |
| 10/12        | Hogan & Lovells LLP                         |                  |                        |                              |                  |               |
| 10/12        | Hogan & Lovells LLP                         |                  |                        |                              |                  |               |
| 10/12        | Hogan & Lovells LLP                         |                  |                        |                              |                  |               |

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| Month | Vendor                         | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|-------|--------------------------------|------------------|------------------------|------------------------------|------------------|---------------|
| 10/12 | Hogan & Lovells LLP            |                  |                        |                              |                  |               |
| 10/12 | Hogan & Lovells LLP            |                  |                        |                              |                  |               |
| 10/12 | Hunton & Williams LLP          |                  |                        |                              |                  |               |
| 10/12 | Itron Inc.                     |                  |                        |                              |                  |               |
| 10/12 | Kentucky State Treasurer       |                  |                        |                              |                  |               |
| 10/12 | L. Robert Kimball              |                  |                        |                              |                  |               |
| 10/12 | L. Robert Kimball              |                  |                        |                              |                  |               |
| 10/12 | L. Robert Kimball              |                  |                        |                              |                  |               |
| 10/12 | L. Robert Kimball              |                  |                        |                              |                  |               |
| 10/12 | McBrayer, McGinnis, Leslie     |                  |                        |                              |                  |               |
| 10/12 | Mercer Inc/Wm. M.              |                  |                        |                              |                  |               |
| 10/12 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |

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| Month Booked | Vendor  | HMP&L General | Asbestos Litigation | Environmental CSAPR Study | Sale of Plant(s) | Load Forecast |
|--------------|---|---------------|---------------------|---------------------------|------------------|---------------|
| 10/12        | Orrick, Herrington & Sutcliffe                |               |                     |                           |                  |               |
| 10/12        | Orrick, Herrington & Sutcliffe                |               |                     |                           |                  |               |
| 10/12        | Orrick, Herrington & Sutcliffe                |               |                     |                           |                  |               |
| 10/12        | Power Cost Inc./PCI                           |               |                     |                           |                  |               |
| 10/12        | Prime Group LLC/The                           |               |                     |                           |                  |               |
| 10/12        | Sargent and Lundy LLC                         |               |                     |                           |                  |               |
| 10/12        | Siemens Industry Inc.                         |               |                     |                           |                  |               |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |               |                     |                           |                  |               |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |               |                     |                           |                  |               |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |               |                     |                           |                  |               |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |               |                     |                           |                  |               |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |               |                     |                           |                  |               |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |               |                     |                           |                  |               |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |               |                     |                           |                  |               |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. |               |                     |                           |                  |               |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked              | Vendor  | HMP&L General   | Asbestos Litigation | Environmental CSAPR Study | Sale of Plant(s) | Load Forecast |
|---------------------------|---|-----------------|---------------------|---------------------------|------------------|---------------|
| 10/12                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 7,367.71        | 247.00              |                           |                  |               |
| 10/12                     | Vantage Energy Consulting LLP                 |                 |                     |                           |                  |               |
| 10/12                     | Insurance Write Off                           |                 |                     |                           |                  |               |
| <b>Total October 2012</b> |   | <b>7,367.71</b> | <b>247.00</b>       | <b>0.00</b>               | <b>0.00</b>      | <b>0.00</b>   |

|       |   |        |          |  |  |  |
|-------|---|--------|----------|--|--|--|
| 11/12 | American Management Consulting LLC        | 140.00 | 2,275.00 |  |  |  |
| 11/12 | Burns and McDonnell Engineering Co., Inc. |        |          |  |  |  |

11/12 Burns and McDonnell Engineering Co., Inc.



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(Gross of City Share)**

| Month | Vendor                                    | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|-------|---|------------------|------------------------|------------------------------|------------------|---------------|
| 11/12 | Burns and McDonnell Engineering Co., Inc. |                  |                        |                              |                  |               |
| 11/12 | Burns and McDonnell Engineering Co., Inc. |                  |                        |                              |                  |               |
| 11/12 | Burns and McDonnell Engineering Co., Inc. |                  |                        |                              |                  |               |

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**(Gross of City Share)**

| Month  | Vendor               | HMP&L   | Asbestos   | Environmental                              |
|--------|----------------------|---------|------------|--|
| Booked |                      | General | Litigation | CSAPR Study Sale of Plant(s) Load Forecast |
| 11/12  | Dinsmore & Shohl LLP |         |            |  |

11/12 DB Consulting LLC  
11/12 Doe Anderson  
11/12 GDS Associates Inc.  
11/12 Hogan & Lovells LLP  
11/12 KPMG LLP  
11/12 KPMG LLP  
11/12 McBrayer, McGinnis, Leslie  
11/12 Mercer Inc/Wm. M.  
11/12 Orrick, Herrington & Sutcliffe  
11/12 Orrick, Herrington & Sutcliffe  
  
11/12 Orrick, Herrington & Sutcliffe  
11/12 Orrick, Herrington & Sutcliffe  
11/12 Southwest Power Pool

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| Month Booked               | Vendor  | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|----------------------------|---|------------------|------------------------|------------------------------|------------------|---------------|
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 9,593.94         | 817.00                 |                              |                  |               |
| 11/12                      | Ziemer, Stayman, Weitzel                      |                  |                        |                              |                  |               |
| 11/12                      | Insurance Write Off                           |                  |                        |                              |                  |               |
| <b>Total November 2012</b> |   | <b>9,733.94</b>  | <b>3,092.00</b>        | <b>0.00</b>                  | <b>0.00</b>      | <b>0.00</b>   |
| 12/12                      | American Management Consulting LLC            | 360.54           | 13,124.59              |                              |                  |               |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     |                  |                        |                              |                  |               |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     |                  |                        | 1,605.55                     |                  |               |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     |                  |                        |                              |                  |               |

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| Month Booked | Vendor                                    | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study Sale of Plant(s) Load Forecast |
|--------------|---|------------------|------------------------|---|
| 12/12        | Burns and McDonnell Engineering Co., Inc. |                  |                        |   |
| 12/12        | DB Consulting LLC                         |                  |                        |   |
| 12/12        | Dinsmore & Shohl LLP                      |                  |                        |   |
| 12/12        | Dinsmore & Shohl LLP                      |                  |                        |   |
| 12/12        | Doe Anderson                              |                  |                        |   |
| 12/12        | Duke Energy Ohio Inc.                     |                  |                        |   |
| 12/12        | Duke Energy Ohio Inc.                     |                  |                        |   |
| 12/12        | Hogan & Lovells LLP                       |                  |                        |   |
| 12/12        | Kentucky State Treasurer                  |                  |                        |   |
| 12/12        | McBrayer, McGinnis, Leslie                |                  |                        |   |
| 12/12        | McBrayer, McGinnis, Leslie                |                  |                        |   |
| 12/12        | Mercer Inc/Wm. M.                         |                  |                        |   |
| 12/12        | Orrick, Herrington & Sutcliffe            |                  |                        |   |
| 12/12        | Orrick, Herrington & Sutcliffe            |                  |                        |   |
| 12/12        | Prime Group LLC/The                       |                  |                        |   |

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**Witness: Billie J. Richert**

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**(Gross of City Share)**

| Month Booked               | Vendor  | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|----------------------------|---|------------------|------------------------|------------------------------|------------------|---------------|
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. |                  |                        |                              |                  |               |
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 5,978.63         | 2,426.00               |                              |                  |               |
| 12/12                      | Towers Watson Delaware Inc.                   |                  |                        |                              |                  |               |
| 12/12                      | TSE Services, Inc.                            |                  |                        |                              |                  |               |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                  |                        |                              |                  |               |
| 12/12                      | Ziemer, Stayman, Weitzel                      |                  |                        |                              |                  |               |
| 12/12                      | Insurance Write Off                           |                  |                        |                              |                  |               |
| <b>Total December 2012</b> |   | <b>6,339.17</b>  | <b>15,550.59</b>       | <b>1,605.55</b>              | <b>0.00</b>      | <b>0.00</b>   |

01/13 Catalyst Consulting LLc  
01/13 Catalyst Consulting LLc  
01/13 Fidelity Institutional Operations Co., Inc.

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| Month | Vendor                         | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|-------|--------------------------------|------------------|------------------------|------------------------------|------------------|---------------|
| 01/13 | KAEC                           |                  |                        |                              |                  |               |
| 01/13 | KPMG LLP                       |                  |                        |                              |                  |               |
| 01/13 | Mercer Inc/Wm. M.              |                  |                        |                              |                  |               |
| 01/13 | Navigant Consulting, Inc.      |                  |                        |                              |                  |               |
| 01/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 01/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 01/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 01/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 01/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |

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**(Gross of City Share)**

| Month Booked              | Vendor  | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|---------------------------|---|------------------|------------------------|------------------------------|------------------|---------------|
| 01/13                     | Orrick, Herrington & Sutcliffe                |                  |                        |                              | 4,811.39         |               |
| 01/13                     | Prime Group LLC/The                           |                  |                        |                              |                  |               |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 2,222.00         | 4,199.00               |                              |                  |               |
| 01/13                     | Ziemer, Stayman, Weitzel                      |                  |                        |                              |                  |               |
| 01/13                     | Insurance Write Off                           |                  |                        |                              |                  |               |
| <b>Total January 2013</b> |   | <b>2,222.00</b>  | <b>4,199.00</b>        | <b>0.00</b>                  | <b>4,811.39</b>  | <b>0.00</b>   |

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**(Gross of City Share)**

| Month Booked | Vendor  | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|--------------|---|------------------|------------------------|------------------------------|------------------|---------------|
| 02/13        | American Management Consulting LLC            |                  | 11,372.37              |                              |                  |               |
| 02/13        | American Management Consulting LLC            |                  | 5,671.46               |                              |                  |               |
| 02/13        | Felicia T. Burda                              |                  |                        |                              |                  |               |
| 02/13        | Dinsmore & Shohl LLP                          |                  |                        |                              |                  |               |
| 02/13        | Doe Anderson                                  |                  |                        |                              |                  |               |
| 02/13        | Duke Energy Ohio Inc.                         |                  |                        |                              |                  |               |
| 02/13        | GDS Associates Inc.                           |                  |                        |                              |                  | 1,530.00      |
| 02/13        | Hogan & Lovells LLP                           |                  |                        |                              |                  |               |
| 02/13        | KPMG LLP                                      |                  |                        |                              |                  |               |
| 02/13        | McBrayer, McGinnis, Leslie                    |                  |                        |                              |                  |               |
| 02/13        | Mercer Inc/Wm. M.                             |                  |                        |                              |                  |               |
| 02/13        | Mercer Inc/Wm. M.                             |                  |                        |                              |                  |               |
| 02/13        | Prime Group LLC/The                           |                  |                        |                              |                  |               |
| 02/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 1,805.00         | 4,541.00               |                              |                  |               |



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| Month Booked               | Vendor                                 | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast   |
|----------------------------|--|------------------|------------------------|------------------------------|------------------|-----------------|
| 02/13                      | Insurance Write Off                    |                  |                        |                              |                  |                 |
| <b>Total February 2013</b> |  | <b>1,805.00</b>  | <b>21,584.83</b>       | <b>0.00</b>                  | <b>0.00</b>      | <b>1,530.00</b> |
| 03/13                      | American Management Consulting LLC     |                  | 4,678.73               |                              |                  |                 |
| 03/13                      | Bass, Berry, Simms PLC                 |                  |                        |                              |                  |                 |
| 03/13                      | Burns & McDonnell Engineering Co. Inc. |                  |                        | (580.00)                     |                  |                 |
| 03/13                      | Cardwell Energy Associates Inc.        |                  |                        |                              |                  |                 |
| 03/13                      | Catalyst Consulting LLc                |                  |                        |                              |                  |                 |
| 03/13                      | GDS Associates Inc.                    |                  |                        |                              |                  | 19,452.56       |
| 03/13                      | GDS Associates Inc.                    |                  |                        |                              |                  |                 |
| 03/13                      | Hogan & Lovells LLP                    |                  |                        |                              |                  |                 |

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| Month | Vendor                         | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|-------|--------------------------------|------------------|------------------------|------------------------------|------------------|---------------|
| 03/13 | KPMG LLP                       |                  |                        |                              |                  |               |
| 03/13 | McBrayer, McGinnis, Leslie     |                  |                        |                              |                  |               |
| 03/13 | McBrayer, McGinnis, Leslie     |                  |                        |                              |                  |               |
| 03/13 | Mercer Inc/Wm. M.              |                  |                        |                              |                  |               |
| 03/13 | Mercer Inc/Wm. M.              |                  |                        |                              |                  |               |
| 03/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 03/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 03/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 03/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 03/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 03/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 03/13 | Shipman and Goodwin            |                  |                        |                              |                  |               |

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| Month Booked            | Vendor  | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast    |
|-------------------------|---|------------------|------------------------|------------------------------|------------------|------------------|
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 418.00           | 1,995.00               |                              |                  |                  |
| 03/13                   | Towers Watson Delaware Inc                    |                  |                        |                              |                  |                  |
| 03/13                   | Ziemer, Stayman, Weitzel                      |                  |                        |                              |                  |                  |
| 03/13                   | Insurance Write Off                           |                  |                        |                              |                  |                  |
| <b>Total March 2013</b> |   | <b>418.00</b>    | <b>6,673.73</b>        | <b>(580.00)</b>              | <b>0.00</b>      | <b>19,452.56</b> |
| 04/13                   | American Management Consulting LLC            |                  | 5,526.72               |                              |                  |                  |
| 04/13                   | Burns & McDonnell Engineering Co. Inc.        |                  |                        |                              | 29,343.03        |                  |
| 04/13                   | Dinsmore & Shohl LLP                          |                  |                        |                              |                  |                  |
| 04/13                   | Fidelity Institutional Operations Co., Inc.   |                  |                        |                              |                  |                  |
| 04/13                   | GDS Associates Inc.                           |                  |                        |                              |                  | 24,778.75        |

**Big Rivers Electric Corporation**  
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| Month Booked | Vendor  | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study Sale of Plant(s) Load Forecast |
|--------------|---|------------------|------------------------|---|
| 04/13        | KPMG LLP                                      |                  |                        |   |
| 04/13        | Mercer Inc/Wm. M.                             |                  |                        |   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                  |                        |   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                  |                        |   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                  |                        |   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                  |                        |   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                  |                        |   |
| 04/13        | Orrick, Herrington & Sutcliffe                |                  |                        |   |
| 04/13        | Prime Group LLC/The                           |                  |                        |   |
| 04/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 1,533.00         | 8,455.50               |   |
| 04/13        | TSE Services                                  |                  |                        |   |

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| Month Booked            | Vendor                   | HMP&L General   | Asbestos Litigation | Environmental CSAPR Study | Sale of Plant(s) | Load Forecast    |
|-------------------------|--------------------------|-----------------|---------------------|---------------------------|------------------|------------------|
| 04/13                   | Ziemer, Stayman, Weitzel |                 |                     |                           |                  |                  |
| 04/13                   | Ziemer, Stayman, Weitzel |                 |                     |                           |                  |                  |
| 04/13                   | Insurance Write Off      |                 |                     |                           |                  |                  |
| <b>Total April 2013</b> |                          | <b>1,533.00</b> | <b>13,982.22</b>    | <b>0.00</b>               | <b>29,343.03</b> | <b>24,778.75</b> |

|       |                                    |  |          |  |  |          |
|-------|------------------------------------|--|----------|--|--|----------|
| 05/13 | American Management Consulting LLC |  |          |  |  |          |
| 05/13 | American Management Consulting LLC |  |          |  |  |          |
| 05/13 | American Management Consulting LLC |  |          |  |  |          |
| 05/13 | American Management Consulting LLC |  |          |  |  |          |
| 05/13 | American Management Consulting LLC |  | 5,611.87 |  |  |          |
| 05/13 | Cardwell Energy Associates Inc.    |  |          |  |  |          |
| 05/13 | Doe Anderson                       |  |          |  |  |          |
| 05/13 | Duke Energy Ohio Inc.              |  |          |  |  |          |
| 05/13 | GDS Associates Inc.                |  |          |  |  | 8,252.48 |
| 05/13 | KPMG LLP                           |  |          |  |  |          |
| 05/13 | Latham and Watkins LLP             |  |          |  |  |          |

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| Month Booked | Vendor                         | HMP&L General | Asbestos Litigation | Environmental CSAPR Study | Sale of Plant(s) | Load Forecast |
|--------------|--------------------------------|---------------|---------------------|---------------------------|------------------|---------------|
| 05/13        | Latham and Watkins LLP         |               |                     |                           |                  |               |
| 05/13        | Latham and Watkins LLP         |               |                     |                           |                  |               |
| 05/13        | Latham and Watkins LLP         |               |                     |                           |                  |               |
| 05/13        | Latham and Watkins LLP         |               |                     |                           |                  |               |
| 05/13        | Latham and Watkins LLP         |               |                     |                           |                  |               |
| 05/13        | Latham and Watkins LLP         |               |                     |                           |                  |               |
| 05/13        | McBrayer, McGinnis, Leslie     |               |                     |                           |                  |               |
| 05/13        | Mercer Inc/Wm. M.              |               |                     |                           |                  |               |
| 05/13        | Orrick, Herrington & Sutcliffe |               |                     |                           |                  |               |
| 05/13        | Orrick, Herrington & Sutcliffe |               |                     |                           |                  |               |
| 05/13        | Orrick, Herrington & Sutcliffe |               |                     |                           |                  |               |
| 05/13        | Orrick, Herrington & Sutcliffe |               |                     |                           |                  |               |

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| Month | Vendor                         | HMP&L<br>General | Asbestos<br>Litigation | Environmental<br>CSAPR Study | Sale of Plant(s) | Load Forecast |
|-------|--------------------------------|------------------|------------------------|------------------------------|------------------|---------------|
| 05/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 05/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 05/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 05/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 05/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 05/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 05/13 | Orrick, Herrington & Sutcliffe |                  |                        |                              |                  |               |
| 05/13 | Prime Group LLC/The            |                  |                        |                              |                  |               |
| 05/13 | Prime Group LLC/The            |                  |                        |                              |                  |               |

**Big Rivers Electric Corporation**  
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| Month Booked  | Vendor  | HMP&L General | Asbestos Litigation | Environmental CSAPR Study | Sale of Plant(s) | Load Forecast |
|---|---|---------------|---------------------|---------------------------|------------------|---------------|
| 05/13   | Shipman and Goodwin                           |               |                     |                           |                  |               |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 900.00        | 1,045.00            |                           |                  |               |
| 05/13   | Insurance Write Off                           |               |                     |                           |                  |               |
| <b>Total May 2013</b>                               |   | 900.00        | 6,656.87            | 0.00                      | 0.00             | 8,252.48      |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | 59,860.50     | 72,417.24           | 1,025.55                  | 34,154.42        | 54,013.79     |



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| Month Booked | Vendor                                    | Total Invoice Amount | Hourly Rates | Hours  |
|--------------|---|----------------------|--------------|--------|
| 06/12        | ACES Power Marketing LLC                  | 6,855.23             | 109.00       | 13.00  |
|              |   |                      | 128.00       | 16.00  |
|              |   |                      | 180.00       | 17.00  |
| 06/12        | American Management Consulting LLC        | 10,558.32            | 125.00       | 102.00 |
| 06/12        | American Management Consulting LLC        | 10,145.07            | 125.00       | 74.50  |
| 06/12        | Burns and McDonnell Engineering Co., Inc. | 917.75               | 162.00       | 3.00   |
|              |   |                      | 191.00       | 2.00   |
| 06/12        | Burns and McDonnell Engineering Co., Inc. | 10,093.20            | 162.00       | 40.00  |
|              |   |                      | 191.00       | 16.00  |
| 06/12        | Catalyst Consulting LLC                   | 9,778.18             | 175.00       | 55.00  |
| 06/12        | Catalyst Consulting LLC                   | 1,423.33             | 175.00       | 8.00   |
| 06/12        | Catalyst Consulting LLC                   | 1,225.00             | 175.00       | 7.00   |
| 06/12        | DB Consulting LLC                         | 1,905.95             | 43.75        | 39.50  |
| 06/12        | GDS Associates Inc.                       | 680.00               | 170.00       | 4.00   |
| 06/12        | Hogan & Lovells LLP                       | 1,828.75             | 770.00       | 2.50   |
| 06/12        | Integrity Development Consultants Inc.    | 694.13               | 30.00        | 1.00   |
|              |   |                      | 150.00       | 4.25   |
| 06/12        | McBrayer, McGinnis, Leslie                | 1,119.00             | N/A          | N/A    |
| 06/12        | Mercer Inc/Wm. M.                         | 32,979.00            | N/A          | N/A    |
| 06/12        | Navigant Consulting, Inc.                 | 3,000.00             | N/A          | N/A    |
| 06/12        | Orrick, Herrington & Sutcliffe            | 1,710.00             | N/A          | N/A    |

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| Month Booked           | Vendor  | Total Invoice Amount | Hourly Rates | Hours  |
|------------------------|---|----------------------|--------------|--------|
| 06/12                  | Orrick, Herrington & Sutcliffe                | 410.00               | 675.00       | 1.30   |
|                        |   |                      | 995.00       | 0.22   |
| 06/12                  | Prime Group LLC/The                           | 1,575.00             | 175.00       | 9.00   |
| 06/12                  | Sargent and Lundy LLC                         | 25,870.50            | 64.00        | 3.00   |
|                        |   |                      | 105.00       | 7.50   |
|                        |   |                      | 130.00       | 20.50  |
|                        |   |                      | 176.00       | 73.50  |
|                        |   |                      | 230.00       | 13.00  |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 83,019.08            | 140.00       | 52.30  |
|                        |   |                      | 170.00       | 128.30 |
|                        |   |                      | 190.00       | 107.45 |
|                        |   |                      | 220.00       | 140.75 |
| 06/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 748.00               | 170.00       | 4.40   |
| 06/12                  | TSE Services, Inc.                            | 24,414.00            | N/A          | N/A    |
| 06/12                  | Vantage Energy Consulting LLP                 | 12,080.00            | 240.00       | 33.00  |
|                        |   |                      | 260.00       | 16.00  |
| 06/12                  | Vantage Energy Consulting LLP                 | 23,940.00            | 240.00       | 77.00  |
|                        |   |                      | 260.00       | 21.00  |
| 06/12                  | Ziemer, Stayman, Weitzel                      | 2,419.00             | 295.00       | 8.20   |
| 06/12                  | Insurance Write Off                           | 10.78                | N/A          | N/A    |
| <b>Total June 2012</b> |   | <b>269,399.27</b>    |              |        |

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| Month Booked | Vendor                                      | Total Invoice Amount | Hourly Rates | Hours  |
|--------------|---|----------------------|--------------|--------|
| 07/12        | ACES Power Marketing LLC                    | 8,298.00             | 109.00       | 72.00  |
|              |   |                      | 180.00       | 2.50   |
| 07/12        | American Management Consulting LLC          | 11,071.49            | 125.00       | 92.25  |
| 07/12        | Burns and McDonnell Engineering Co., Inc.   | 9,979.25             | 162.00       | 37.00  |
|              |   |                      | 191.00       | 18.00  |
| 07/12        | Catalyst Consulting LLC                     | 21,309.77            | 175.00       | 117.50 |
| 07/12        | Catalyst Consulting LLC                     | 525.00               | 175.00       | 3.00   |
| 07/12        | Catalyst Consulting LLC                     | 350.00               | 175.00       | 2.00   |
| 07/12        | Catalyst Consulting LLC                     | 175.00               | 175.00       | 1.00   |
| 07/12        | DB Consulting LLC                           | 1,725.83             | 43.75        | 37.00  |
| 07/12        | DLA Piper LLP                               | 253.12               | 675.00       | 0.38   |
| 07/12        | Duke Energy Ohio Inc.                       | 5,996.65             | N/A          | N/A    |
| 07/12        | Fidelity Institutional Operations Co., Inc. | 3,750.00             | N/A          | N/A    |
| 07/12        | GDS Associates Inc.                         | 510.00               | 170.00       | 3.00   |
| 07/12        | Hogan & Lovells LLP                         | 9,204.87             | 675.00       | 2.10   |
|              |   |                      | 770.00       | 10.70  |
| 07/12        | Integrity Development Consultants Inc.      | 480.00               | 30.00        | 1.00   |
|              |   |                      | 150.00       | 3.00   |

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**(Gross of City Share)**

| Month Booked | Vendor                                 | Total Invoice Amount | Hourly Rates | Hours |
|--------------|--|----------------------|--------------|-------|
| 07/12        | Integrity Development Consultants Inc. | 2,695.86             | 30.00        | 1.00  |
|              |  |                      | 150.00       | 16.75 |
| 07/12        | McBrayer, McGinnis, Leslie             | 1,119.00             | N/A          | N/A   |
| 07/12        | Mercer Inc/Wm. M.                      | 43,249.00            | N/A          | N/A   |
| 07/12        | Myriad CPA Group                       | 7,500.00             | N/A          | N/A   |
| 07/12        | Orrick, Herrington & Sutcliffe         | 207.09               | 995.00       | 0.22  |
| 07/12        | Orrick, Herrington & Sutcliffe         | (410.00)             | 675.00       | 1.30  |
|              |  |                      | 995.00       | 0.22  |
| 07/12        | Orrick, Herrington & Sutcliffe         | 811.69               | 675.00       | 1.30  |
| 07/12        | Orrick, Herrington & Sutcliffe         | 1,940.88             | 675.00       | 0.75  |
|              |  |                      | 995.00       | 1.60  |
| 07/12        | Orrick, Herrington & Sutcliffe         | 23,580.11            | 760.00       | 3.00  |
|              |  |                      | 865.00       | 8.20  |
|              |  |                      | 995.00       | 16.20 |
| 07/12        | Orrick, Herrington & Sutcliffe         | 8,197.81             | 290.00       | 6.00  |
|              |  |                      | 565.00       | 0.50  |
|              |  |                      | 760.00       | 9.00  |
| 07/12        | Orrick, Herrington & Sutcliffe         | 5,289.62             | 375.00       | 2.60  |
|              |  |                      | 895.00       | 5.30  |
| 07/12        | Orrick, Herrington & Sutcliffe         | 45.29                | N/A          | N/A   |

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**(Gross of City Share)**

| Month Booked           | Vendor  | Total Invoice Amount | Hourly Rates | Hours  |
|------------------------|---|----------------------|--------------|--------|
| 07/12                  | Sargent and Lundy LLC                         | 16,161.21            | 130.00       | 27.50  |
|                        |   |                      | 176.00       | 36.00  |
|                        |   |                      | 230.00       | 11.00  |
|                        |   |                      | 300.00       | 12.00  |
| 07/12                  | Siemens Industry Inc.                         | 7,993.13             | 330.00       | 1.50   |
|                        |   |                      | 365.00       | 19.50  |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (77.00)              | 220.00       | 0.35   |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00                 | N/A          | N/A    |
| 07/12                  | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 73,290.31            | 75.00        | 33.50  |
|                        |   |                      | 140.00       | 10.70  |
|                        |   |                      | 170.00       | 137.40 |
|                        |   |                      | 190.00       | 74.35  |
|                        |   |                      | 220.00       | 139.80 |
| 07/12                  | Ziemer, Stayman, Weitzel                      | 2,389.50             | 295.00       | 8.10   |
| 07/12                  | Insurance Write Off                           | 10.06                | N/A          | N/A    |
| <b>Total July 2012</b> |   | <b>267,622.54</b>    |              |        |
| 08/12                  | ACES Power Marketing LLC                      | 8,175.00             | 109.00       | 75.00  |
| 08/12                  | ACES Power Marketing LLC                      | 22,383.84            | 109.00       | 106.00 |

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| Month Booked | Vendor                                    | Total Invoice Amount | Hourly Rates | Hours  |
|--------------|---|----------------------|--------------|--------|
| 08/12        | American Management Consulting LLC        | 5,655.49             | 140.00       | 28.25  |
| 08/12        | Burns and McDonnell Engineering Co., Inc. | 1,031.70             | 162.00       | 6.00   |
| 08/12        | Catalyst Consulting LLC                   | 21,907.66            | 175.00       | 118.50 |
| 08/12        | Catalyst Consulting LLC                   | 1,925.00             | 175.00       | 11.00  |
| 08/12        | DB Consulting LLC                         | 1,671.63             | 43.75        | 34.75  |
| 08/12        | DB Consulting LLC                         | 2,590.58             | 43.75        | 50.75  |
| 08/12        | Doe Anderson                              | 9,686.80             | N/A          | N/A    |
| 08/12        | GDS Associates Inc.                       | 3,602.10             | 170.00       | 20.00  |
|              |   |                      | 200.00       | 1.00   |
| 08/12        | Hogan & Lovells LLP                       | 4,499.20             | 675.00       | 0.40   |
|              |   |                      | 770.00       | 5.80   |
| 08/12        | Integrity Development Consultants Inc.    | 496.00               | 30.00        | 1.00   |
|              |   |                      | 150.00       | 3.00   |
| 08/12        | Itron Inc.                                | 28,965.25            | N/A          | N/A    |
| 08/12        | Kentucky State Treasurer                  | 1,737.92             | N/A          | N/A    |
| 08/12        | KPMG LLP                                  | 7,500.00             | N/A          | N/A    |
| 08/12        | KPMG LLP                                  | 28,750.00            | N/A          | N/A    |
| 08/12        | KPMG LLP                                  | 7,500.00             | N/A          | N/A    |
| 08/12        | McBrayer, McGinnis, Leslie                | 1,119.00             | N/A          | N/A    |

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| Month Booked | Vendor                         | Total Invoice Amount | Hourly Rates | Hours  |
|--------------|--------------------------------|----------------------|--------------|--------|
| 08/12        | McBrayer, McGinnis, Leslie     | 1,119.00             | N/A          | N/A    |
| 08/12        | Mercer Inc/Wm. M.              | 37,046.00            | N/A          | N/A    |
| 08/12        | Orrick, Herrington & Sutcliffe | 1,159.03             | 895.00       | 1.40   |
| 08/12        | Orrick, Herrington & Sutcliffe | 2,710.25             | 290.00       | 4.60   |
|              |                                |                      | 760.00       | 2.10   |
| 08/12        | Orrick, Herrington & Sutcliffe | 440.41               | 675.00       | 0.30   |
|              |                                |                      | 995.00       | 0.27   |
| 08/12        | Orrick, Herrington & Sutcliffe | 184.08               | 995.00       | 0.20   |
| 08/12        | Orrick, Herrington & Sutcliffe | 444.91               | N/A          | N/A    |
| 08/12        | Sargent and Lundy LLC          | 3,429.00             | 130.00       | 2.50   |
|              |                                |                      | 176.00       | 4.00   |
| 08/12        | Sargent and Lundy LLC          | 25,436.78            | 91.00        | 2.00   |
|              |                                |                      | 130.00       | 56.50  |
|              |                                |                      | 176.00       | 1.00   |
| 08/12        | Siemens Industry Inc.          | 80,569.89            | 190.00       | 6.25   |
|              |                                |                      | 285.00       | 12.00  |
|              |                                |                      | 330.00       | 3.00   |
|              |                                |                      | 365.00       | 151.75 |
|              |                                |                      | 430.00       | 36.75  |
|              |                                |                      | 490.00       | 2.00   |

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| Month Booked             | Vendor  | Total Invoice Amount | Hourly Rates | Hours  |
|--------------------------|---|----------------------|--------------|--------|
| 08/12                    | Siemens Industry Inc.                         | 11,613.12            | 365.00       | 2.00   |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00                 | 430.00       | 17.00  |
| 08/12                    | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 125,259.14           | N/A          | N/A    |
|                          |   |                      | 75.00        | 99.00  |
|                          |   |                      | 140.00       | 0.00   |
|                          |   |                      | 170.00       | 193.20 |
|                          |   |                      | 190.00       | 183.25 |
|                          |   |                      | 220.00       | 200.37 |
| 08/12                    | Vantage Energy Consulting LLP                 | 27,560.00            | 240.00       | 91.00  |
|                          |   |                      | 260.00       | 22.00  |
| 08/12                    | Vantage Energy Consulting LLP                 | 49,991.78            | 240.00       | 111.00 |
|                          |   |                      | 260.00       | 80.00  |
| 08/12                    | Ziemer, Stayman, Weitzel                      | 3,127.00             | 295.00       | 10.60  |
| 08/12                    | Insurance Write Off                           | 10.06                | N/A          | N/A    |
| <b>Total August 2012</b> |   | <b>529,297.62</b>    |              |        |
| 09/12                    | American Management Consulting LLC            | 3,585.94             | 140.00       | 16.50  |
| 09/12                    | Burns and McDonnell Engineering Co., Inc.     | 2,351.35             | 162.00       | 9.00   |
|                          |   |                      | 191.00       | 4.00   |

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| Month Booked | Vendor                                 | Total Invoice Amount | Hourly Rates | Hours |
|--------------|--|----------------------|--------------|-------|
| 09/12        | Cardwell Energy Associates Inc.        | 1,000.00             | N/A          | N/A   |
| 09/12        | Catalyst Consulting LLC                | 10,739.59            | 175.00       | 59.00 |
| 09/12        | Doe Anderson                           | 4,100.00             | N/A          | N/A   |
| 09/12        | Hogan & Lovells LLP                    | 3,438.05             | 770.00       | 4.70  |
| 09/12        | Hunton & Williams LLP                  | 49,648.23            | 280.00       | 13.00 |
|              |  |                      | 499.00       | 1.70  |
|              |  |                      | 618.00       | 40.50 |
|              |  |                      | 713.00       | 28.20 |
| 09/12        | Integrity Development Consultants Inc. | 1,528.50             | 30.00        | 1.00  |
|              |  |                      | 150.00       | 9.75  |
| 09/12        | McBrayer, McGinnis, Leslie             | 11.09                | N/A          | N/A   |
| 09/12        | Mercer Inc/Wm. M.                      | 43,314.00            | N/A          | N/A   |
| 09/12        | Myriad CPA Group                       | 7,500.00             | N/A          | N/A   |
| 09/12        | Orrick, Herrington & Sutcliffe         | 26,764.88            | 675.00       | 0.50  |
|              |  |                      | 760.00       | 26.50 |
|              |  |                      | 995.00       | 8.50  |
| 09/12        | Orrick, Herrington & Sutcliffe         | 4,310.27             | 675.00       | 4.25  |
|              |  |                      | 995.00       | 1.80  |
| 09/12        | Orrick, Herrington & Sutcliffe         | 1,564.64             | 995.00       | 1.70  |

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**Attachment (2 of 2) For Response For PSC 1-46**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked                | Vendor  | Total Invoice Amount | Hourly Rates | Hours  |
|-----------------------------|---|----------------------|--------------|--------|
| 09/12                       | Orrick, Herrington & Sutcliffe                | 613.51               | 290.00       | 1.80   |
|                             |   |                      | 565.00       | 0.25   |
| 09/12                       | Orrick, Herrington & Sutcliffe                | 174.37               | N/A          | N/A    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00                 | N/A          | N/A    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00                 | N/A          | N/A    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00                 | N/A          | N/A    |
| 09/12                       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 88,413.03            | 75.00        | 22.80  |
|                             |   |                      | 140.00       | 0.00   |
|                             |   |                      | 170.00       | 81.10  |
|                             |   |                      | 190.00       | 174.80 |
|                             |   |                      | 220.00       | 157.45 |
| 09/12                       | TSE Services, Inc.                            | 24,414.00            | N/A          | N/A    |
| 09/12                       | Ziemer, Stayman, Weitzel                      | 2,301.00             | 295.00       | 7.80   |
| 09/12                       | Ziemer, Stayman, Weitzel                      | 737.50               | 295.00       | 2.50   |
| 09/12                       | Insurance Write Off                           | 10.06                | N/A          | N/A    |
| <b>Total September 2012</b> |   | <b>276,520.01</b>    |              |        |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                                      | Total Invoice Amount | Hourly Rates | Hours |
|--------------|---|----------------------|--------------|-------|
| 10/12        | ACES Power Marketing LLC                    | (45,712.07)          | N/A          | N/A   |
| 10/12        | American Management Consulting LLC          | 5,703.31             | 140.00       | 54.75 |
| 10/12        | Burns and McDonnell Engineering Co., Inc.   | 10,060.96            | 162.00       | 31.00 |
|              |   |                      | 191.00       | 19.00 |
| 10/12        | Catalyst Consulting LLC                     | (52,995.61)          | N/A          | N/A   |
| 10/12        | Catalyst Consulting LLC                     | 700.00               | 175.00       | 4.00  |
| 10/12        | DB Consulting LLC                           | 1,711.09             | 43.75        | 35.00 |
| 10/12        | Doe Anderson                                | 2,345.00             | N/A          | N/A   |
| 10/12        | Doe Anderson                                | 125.00               | N/A          | N/A   |
| 10/12        | Fidelity Institutional Operations Co., Inc. | 3,750.00             | N/A          | N/A   |
| 10/12        | GDS Associates Inc.                         | (510.00)             | N/A          | N/A   |
| 10/12        | Hogan & Lovells LLP                         | 79,802.25            | 675.00       | 73.90 |
|              |   |                      | 770.00       | 38.80 |
| 10/12        | Hogan & Lovells LLP                         | 9,022.50             | 675.00       | 3.10  |
|              |   |                      | 770.00       | 9.00  |
| 10/12        | Hogan & Lovells LLP                         | 30,122.69            | 675.00       | 9.10  |
|              |   |                      | 770.00       | 30.10 |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked | Vendor                         | Total Invoice Amount | Hourly Rates | Hours |
|--------------|--------------------------------|----------------------|--------------|-------|
| 10/12        | Hogan & Lovells LLP            | 17,818.51            | 675.00       | 5.60  |
|              |                                |                      | 770.00       | 18.10 |
| 10/12        | Hogan & Lovells LLP            | 1,975.05             | 770.00       | 2.70  |
| 10/12        | Hunton & Williams LLP          | 213.90               | 713.00       | 0.30  |
| 10/12        | Itron Inc.                     | (28,965.25)          | N/A          | N/A   |
| 10/12        | Kentucky State Treasurer       | (1,737.92)           | N/A          | N/A   |
| 10/12        | L. Robert Kimball              | 14,545.00            | N/A          | N/A   |
| 10/12        | L. Robert Kimball              | 13,554.00            | N/A          | N/A   |
| 10/12        | L. Robert Kimball              | 11,673.00            | N/A          | N/A   |
| 10/12        | L. Robert Kimball              | 10,620.00            | N/A          | N/A   |
| 10/12        | McBrayer, McGinnis, Leslie     | 1,119.00             | N/A          | N/A   |
| 10/12        | Mercer Inc/Wm. M.              | 45,209.00            | N/A          | N/A   |
| 10/12        | Orrick, Herrington & Sutcliffe | 26,393.02            | 195.00       | 0.25  |
|              |                                |                      | 550.00       | 13.40 |
|              |                                |                      | 590.00       | 0.40  |
|              |                                |                      | 775.00       | 11.00 |
|              |                                |                      | 835.00       | 0.60  |
|              |                                |                      | 895.00       | 6.35  |
|              |                                |                      | 995.00       | 6.20  |

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**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor  | Total Invoice Amount | Hourly Rates | Hours |
|--------------|---|----------------------|--------------|-------|
| 10/12        | Orrick, Herrington & Sutcliffe                | 4,661.54             | 865.00       | 1.80  |
|              |   |                      | 995.00       | 3.50  |
| 10/12        | Orrick, Herrington & Sutcliffe                | 134.13               | 290.00       | 0.50  |
| 10/12        | Orrick, Herrington & Sutcliffe                | 3,129.27             | 995.00       | 3.40  |
| 10/12        | Power Cost Inc./PCI                           | 6,950.95             | 300.00       | 19.00 |
| 10/12        | Prime Group LLC/The                           | (84,106.41)          | N/A          | N/A   |
| 10/12        | Sargent and Lundy LLC                         | (103,538.49)         | N/A          | N/A   |
| 10/12        | Siemens Industry Inc.                         | (143,508.64)         | N/A          | N/A   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (224,726.35)         | N/A          | N/A   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 308.00               | N/A          | N/A   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00                 | N/A          | N/A   |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 3,850.00             | 220.00       | 17.50 |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 4,290.00             | 220.00       | 19.50 |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 2,860.00             | 220.00       | 13.00 |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 110.00               | 220.00       | 0.50  |
| 10/12        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (549.20)             | N/A          | N/A   |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked              | Vendor  | Total Invoice Amount | Hourly Rates | Hours |
|---------------------------|---|----------------------|--------------|-------|
| 10/12                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 49,275.75            | 75.00        | 7.90  |
|                           |   |                      | 140.00       | 0.00  |
|                           |   |                      | 170.00       | 37.40 |
|                           |   |                      | 190.00       | 92.45 |
|                           |   |                      | 220.00       | 78.92 |
| 10/12                     | Vantage Energy Consulting LLP                 | (113,571.78)         | N/A          | N/A   |
| 10/12                     | Insurance Write Off                           | 10.06                | N/A          | N/A   |
| <b>Total October 2012</b> |   | <b>(437,878.74)</b>  |              |       |
| 11/12                     | American Management Consulting LLC            | 5,668.98             | 140.00       | 43.75 |
| 11/12                     | Burns and McDonnell Engineering Co., Inc.     | 25,886.38            | 102.00       | 8.00  |
|                           |   |                      | 125.00       | 10.00 |
|                           |   |                      | 139.00       | 11.00 |
|                           |   |                      | 162.00       | 13.00 |
|                           |   |                      | 173.00       | 14.00 |
|                           |   |                      | 181.00       | 15.00 |
|                           |   |                      | 191.00       | 17.00 |
| 11/12                     | Burns and McDonnell Engineering Co., Inc.     | 15,524.40            | 102.00       | 35.00 |
|                           |   |                      | 125.00       | 25.00 |
|                           |   |                      | 139.00       | 37.00 |
|                           |   |                      | 162.00       | 5.00  |
|                           |   |                      | 173.00       | 6.00  |
|                           |   |                      | 181.00       | 4.00  |

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**Big Rivers Electric Corporation  
Case No. 2013-00199  
Professional Services For The Twelve Months Ended May 31, 2013  
(Gross of City Share)**

| Month Booked | Vendor                                    | Total Invoice Amount | Hourly Rates | Hours |
|--------------|---|----------------------|--------------|-------|
| 11/12        | Burns and McDonnell Engineering Co., Inc. | 13,035.26            | 102.00       | 28.50 |
|              |   |                      | 125.00       | 39.00 |
|              |   |                      | 139.00       | 12.00 |
|              |   |                      | 162.00       | 7.25  |
|              |   |                      | 181.00       | 6.00  |
|              |   |                      | 191.00       | 2.00  |
| 11/12        | Burns and McDonnell Engineering Co., Inc. | 2,290.18             | 102.00       | 1.50  |
|              |   |                      | 125.00       | 8.00  |
|              |   |                      | 139.00       | 7.00  |
| 11/12        | Burns and McDonnell Engineering Co., Inc. | 26,939.86            | 75.00        | 25.00 |
|              |   |                      | 102.00       | 3.00  |
|              |   |                      | 125.00       | 27.50 |
|              |   |                      | 139.00       | 42.50 |
|              |   |                      | 162.00       | 38.50 |
|              |   |                      | 173.00       | 0.50  |
|              |   |                      | 181.00       | 20.50 |
|              |   |                      | 191.00       | 5.00  |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                         | Total Invoice Amount | Hourly Rates | Hours |
|--------------|--------------------------------|----------------------|--------------|-------|
| 11/12        | Dinsmore & Shohl LLP           | 41,770.04            | 190.00       | 28.70 |
|              |                                |                      | 210.00       | 76.50 |
|              |                                |                      | 280.00       | 64.40 |
|              |                                |                      | 380.00       | 0.70  |
|              |                                |                      | 455.00       | 15.00 |
|              |                                |                      | 530.00       | 3.30  |
| 11/12        | DB Consulting LLC              | 2,737.78             | 43.75        | 54.00 |
| 11/12        | Doe Anderson                   | (125.00)             | N/A          | N/A   |
| 11/12        | GDS Associates Inc.            | 510.00               | 170.00       | 3.00  |
| 11/12        | Hogan & Lovells LLP            | 3,511.20             | 770.00       | 4.80  |
| 11/12        | KPMG LLP                       | 1,889.00             | N/A          | N/A   |
| 11/12        | KPMG LLP                       | 28,750.00            | N/A          | N/A   |
| 11/12        | McBrayer, McGinnis, Leslie     | 1,119.00             | N/A          | N/A   |
| 11/12        | Mercer Inc/Wm. M.              | 45,792.00            | N/A          | N/A   |
| 11/12        | Orrick, Herrington & Sutcliffe | (3,129.27)           | 995.00       | 3.40  |
| 11/12        | Orrick, Herrington & Sutcliffe | 2,003.55             | 290.00       | 5.70  |
|              |                                |                      | 475.00       | 1.08  |
| 11/12        | Orrick, Herrington & Sutcliffe | 1,008.27             | N/A          | N/A   |
| 11/12        | Orrick, Herrington & Sutcliffe | 449.13               | N/A          | N/A   |
| 11/12        | Southwest Power Pool           | (2,040.72)           | N/A          | N/A   |

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**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked               | Vendor  | Total Invoice Amount | Hourly Rates | Hours |
|----------------------------|---|----------------------|--------------|-------|
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (88.80)              | N/A          | N/A   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 5,280.00             | N/A          | N/A   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (8,272.00)           | N/A          | N/A   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (15.74)              | N/A          | N/A   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | (2,236.72)           | N/A          | N/A   |
| 11/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 39,912.65            | 75.00        | 9.70  |
|                            |   |                      | 160.00       | 9.85  |
|                            |   |                      | 170.00       | 11.80 |
|                            |   |                      | 190.00       | 95.60 |
|                            |   |                      | 220.00       | 89.67 |
| 11/12                      | Ziemer, Stayman, Weitzel                      | 1,652.00             | 295.00       | 5.60  |
| 11/12                      | Insurance Write Off                           | 10.06                | N/A          | N/A   |
| <b>Total November 2012</b> |   | <b>249,831.49</b>    |              |       |
| 12/12                      | American Management Consulting LLC            | 13,629.37            | 140.00       | 94.50 |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     | 0.00                 | N/A          | N/A   |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     | 1,605.55             | 162.00       | 7.00  |
|                            |   |                      | 191.00       | 2.00  |
| 12/12                      | Burns and McDonnell Engineering Co., Inc.     | 302.43               | 162.00       | 1.00  |

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**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                                    | Total Invoice Amount | Hourly Rates | Hours |
|--------------|---|----------------------|--------------|-------|
| 12/12        | Burns and McDonnell Engineering Co., Inc. | 580.00               | N/A          | N/A   |
| 12/12        | DB Consulting LLC                         | 1,187.40             | 43.75        | 25.50 |
| 12/12        | Dinsmore & Shohl LLP                      | 500.00               | 225.00       | 1.60  |
|              |   |                      | 280.00       | 0.50  |
| 12/12        | Dinsmore & Shohl LLP                      | 6,043.50             | 225.00       | 23.50 |
|              |   |                      | 280.00       | 2.70  |
| 12/12        | Doe Anderson                              | 125.00               | N/A          | N/A   |
| 12/12        | Duke Energy Ohio Inc.                     | 8,236.20             | N/A          | N/A   |
| 12/12        | Duke Energy Ohio Inc.                     | 6,602.79             | N/A          | N/A   |
| 12/12        | Hogan & Lovells LLP                       | 154.00               | 770.00       | 0.20  |
| 12/12        | Kentucky State Treasurer                  | 1,737.92             | N/A          | N/A   |
| 12/12        | McBrayer, McGinnis, Leslie                | 1,127.72             | N/A          | N/A   |
| 12/12        | McBrayer, McGinnis, Leslie                | 1,197.37             | N/A          | N/A   |
| 12/12        | Mercer Inc/Wm. M.                         | 27,409.00            | N/A          | N/A   |
| 12/12        | Orrick, Herrington & Sutcliffe            | 1,347.26             | 760.00       | 1.00  |
|              |   |                      | 995.00       | 0.70  |
| 12/12        | Orrick, Herrington & Sutcliffe            | 10,087.36            | 475.00       | 1.75  |
|              |   |                      | 760.00       | 5.40  |
|              |   |                      | 995.00       | 6.00  |
| 12/12        | Prime Group LLC/The                       | 1,046.38             | 37.50        | 25.00 |

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**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked               | Vendor  | Total Invoice Amount | Hourly Rates | Hours |
|----------------------------|---|----------------------|--------------|-------|
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 0.00                 | N/A          | N/A   |
| 12/12                      | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 36,866.43            | 75.00        | 44.20 |
|                            |   |                      | 160.00       | 20.30 |
|                            |   |                      | 170.00       | 6.20  |
|                            |   |                      | 190.00       | 58.25 |
|                            |   |                      | 220.00       | 77.52 |
| 12/12                      | Towers Watson Delaware Inc.                   | 600.00               | N/A          | N/A   |
| 12/12                      | TSE Services, Inc.                            | 24,414.00            | N/A          | N/A   |
| 12/12                      | Ziemer, Stayman, Weitzel                      | 3,585.75             | 170.00       | 3.25  |
|                            |   |                      | 235.00       | 5.25  |
|                            |   |                      | 295.00       | 6.10  |
| 12/12                      | Ziemer, Stayman, Weitzel                      | 2,574.11             | 295.00       | 8.50  |
| 12/12                      | Insurance Write Off                           | 10.06                | N/A          | N/A   |
| <b>Total December 2012</b> |   | <b>150,969.60</b>    |              |       |
| 01/13                      | Catalyst Consulting LLc                       | 262.50               | 175.00       | 1.50  |
| 01/13                      | Catalyst Consulting LLc                       | 262.50               | 175.00       | 1.50  |
| 01/13                      | Fidelity Institutional Operations Co., Inc.   | 3,750.00             | N/A          | N/A   |

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**Big Rivers Electric Corporation**  
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**Professional Services For The Twelve Months Ended May 31, 2013**  
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| Month Booked | Vendor                         | Total Invoice Amount | Hourly Rates | Hours |
|--------------|--------------------------------|----------------------|--------------|-------|
| 01/13        | KAEC                           | 15,000.00            | N/A          | N/A   |
| 01/13        | KPMG LLP                       | 28,750.00            | N/A          | N/A   |
| 01/13        | Mercer Inc/Wm. M.              | 18,405.00            | N/A          | N/A   |
| 01/13        | Navigant Consulting, Inc.      | 20,000.00            | N/A          | N/A   |
| 01/13        | Orrick, Herrington & Sutcliffe | 1,321.25             | 675.00       | 0.90  |
|              |                                |                      | 995.00       | 0.83  |
| 01/13        | Orrick, Herrington & Sutcliffe | 960.15               | 865.00       | 1.20  |
| 01/13        | Orrick, Herrington & Sutcliffe | 17,131.23            | 475.00       | 3.55  |
|              |                                |                      | 760.00       | 12.20 |
|              |                                |                      | 995.00       | 7.60  |
| 01/13        | Orrick, Herrington & Sutcliffe | 2,369.85             | 760.00       | 1.80  |
|              |                                |                      | 995.00       | 1.20  |
| 01/13        | Orrick, Herrington & Sutcliffe | 795.04               | 760.00       | 0.30  |
|              |                                |                      | 865.00       | 0.50  |
|              |                                |                      | 995.00       | 0.20  |
| 01/13        | Orrick, Herrington & Sutcliffe | 664.74               | N/A          | N/A   |

**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month Booked              | Vendor  | Total Invoice Amount | Hourly Rates | Hours  |
|---------------------------|---|----------------------|--------------|--------|
| 01/13                     | Orrick, Herrington & Sutcliffe                | 4,811.39             | 550.00       | 3.00   |
|                           |   |                      | 760.00       | 0.70   |
|                           |   |                      | 865.00       | 0.50   |
|                           |   |                      | 995.00       | 2.60   |
| 01/13                     | Prime Group LLC/The                           | 3,758.55             | 200.00       | 38.00  |
| 01/13                     | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 44,243.28            | 75.00        | 11.00  |
|                           |   |                      | 160.00       | 3.00   |
|                           |   |                      | 170.00       | 27.70  |
|                           |   |                      | 190.00       | 120.10 |
|                           |   |                      | 220.00       | 60.90  |
| 01/13                     | Ziemer, Stayman, Weitzel                      | 2,717.25             | 245.00       | 1.05   |
|                           |   |                      | 300.00       | 8.20   |
| 01/13                     | Insurance Write Off                           | 9.92                 | N/A          | N/A    |
| <b>Total January 2013</b> |   | <b>165,212.65</b>    |              |        |

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**Big Rivers Electric Corporation**  
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**(Gross of City Share)**

| Month<br>Booked | Vendor  | Total Invoice<br>Amount | Hourly<br>Rates | Hours  |
|-----------------|---|-------------------------|-----------------|--------|
| 02/13           | American Management Consulting LLC            | 12,619.64               | 140.00          | 86.00  |
| 02/13           | American Management Consulting LLC            | 5,671.46                | 140.00          | 31.25  |
| 02/13           | Felicia T. Burda                              | 3,490.83                | 290.00          | 12.00  |
| 02/13           | Dinsmore & Shohl LLP                          | 525.32                  | 300.00          | 1.70   |
| 02/13           | Doe Anderson                                  | 6,127.50                | N/A             | N/A    |
| 02/13           | Duke Energy Ohio Inc.                         | 6,895.95                | N/A             | N/A    |
| 02/13           | GDS Associates Inc.                           | 1,530.00                | 170.00          | 9.00   |
| 02/13           | Hogan & Lovells LLP                           | 5,946.87                | 675.00          | 3.60   |
|                 |   |                         | 770.00          | 5.30   |
| 02/13           | KPMG LLP                                      | 1,326.00                | N/A             | N/A    |
| 02/13           | McBrayer, McGinnis, Leslie                    | 1,119.50                | N/A             | N/A    |
| 02/13           | Mercer Inc/Wm. M.                             | 20,163.00               | N/A             | N/A    |
| 02/13           | Mercer Inc/Wm. M.                             | 14,892.00               | N/A             | N/A    |
| 02/13           | Prime Group LLC/The                           | 5,575.48                | 200.00          | 49.00  |
| 02/13           | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 44,190.68               | 75.00           | 4.20   |
|                 |   |                         | 160.00          | 9.65   |
|                 |   |                         | 170.00          | 18.80  |
|                 |   |                         | 190.00          | 105.50 |
|                 |   |                         | 220.00          | 76.60  |

**Case No. 2013-00199**

**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked               | Vendor                                 | Total Invoice Amount | Hourly Rates | Hours  |
|----------------------------|--|----------------------|--------------|--------|
| 02/13                      | Insurance Write Off                    | 10.40                | N/A          | N/A    |
| <b>Total February 2013</b> |  | <b>130,084.63</b>    |              |        |
| 03/13                      | American Management Consulting LLC     | 5,671.19             | 140.00       | 30.00  |
| 03/13                      | Bass, Berry, Simms PLC                 | 28,863.50            | 230.00       | 11.40  |
|                            |  |                      | 270.00       | 5.80   |
|                            |  |                      | 320.00       | 13.70  |
|                            |  |                      | 430.00       | 20.80  |
|                            |  |                      | 445.00       | 25.50  |
| 03/13                      | Burns & McDonnell Engineering Co. Inc. | (580.00)             | N/A          | N/A    |
| 03/13                      | Cardwell Energy Associates Inc.        | 1,500.00             | N/A          | N/A    |
| 03/13                      | Catalyst Consulting LLC                | 2,975.00             | 175.00       | 175.00 |
| 03/13                      | GDS Associates Inc.                    | 19,452.56            | 60.00        | 52.00  |
|                            |  |                      | 215.00       | 71.00  |
| 03/13                      | GDS Associates Inc.                    | 2,720.00             | 170.00       | 16.00  |
| 03/13                      | Hogan & Lovells LLP                    | 505.00               | 240.00       | 0.50   |
|                            |  |                      | 770.00       | 0.50   |

**Case No. 2013-00199**

**Attachment (2 of 2) For Response For PSC 1-46**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                         | Total Invoice Amount | Hourly Rates | Hours |
|--------------|--------------------------------|----------------------|--------------|-------|
| 03/13        | KPMG LLP                       | 15,000.00            | N/A          | N/A   |
| 03/13        | McBrayer, McGinnis, Leslie     | 1,119.50             | N/A          | N/A   |
| 03/13        | McBrayer, McGinnis, Leslie     | 1,119.50             | N/A          | N/A   |
| 03/13        | Mercer Inc/Wm. M.              | 2,977.00             | N/A          | N/A   |
| 03/13        | Mercer Inc/Wm. M.              | 3,596.00             | N/A          | N/A   |
| 03/13        | Orrick, Herrington & Sutcliffe | 4,651.36             | 760.00       | 5.70  |
|              |                                |                      | 995.00       | 0.70  |
| 03/13        | Orrick, Herrington & Sutcliffe | 14,374.73            | 290.00       | 0.30  |
|              |                                |                      | 475.00       | 8.75  |
|              |                                |                      | 760.00       | 5.70  |
|              |                                |                      | 995.00       | 7.00  |
| 03/13        | Orrick, Herrington & Sutcliffe | 5,660.08             | 290.00       | 0.50  |
|              |                                |                      | 760.00       | 2.10  |
|              |                                |                      | 995.00       | 4.40  |
| 03/13        | Orrick, Herrington & Sutcliffe | 47,165.29            | 550.00       | 5.30  |
|              |                                |                      | 865.00       | 45.80 |
|              |                                |                      | 995.00       | 8.50  |
| 03/13        | Orrick, Herrington & Sutcliffe | 460.19               | 995.00       | 0.50  |
| 03/13        | Orrick, Herrington & Sutcliffe | 554.15               | N/A          | N/A   |
| 03/13        | Shipman and Goodwin            | 1,552.50             | 575.00       | 2.70  |



**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked            | Vendor  | Total Invoice Amount | Hourly Rates | Hours  |
|-------------------------|---|----------------------|--------------|--------|
| 03/13                   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 82,991.10            | 75.00        | 47.20  |
|                         |   |                      | 160.00       | 7.75   |
|                         |   |                      | 170.00       | 24.20  |
|                         |   |                      | 190.00       | 131.00 |
|                         |   |                      | 220.00       | 154.98 |
| 03/13                   | Towers Watson Delaware Inc                    | 450.00               | N/A          | N/A    |
| 03/13                   | Ziemer, Stayman, Weitzel                      | 2,948.75             | 245.00       | 1.75   |
|                         |   |                      | 300.00       | 8.40   |
| 03/13                   | Insurance Write Off                           | 9.98                 | N/A          | N/A    |
| <b>Total March 2013</b> |   | <b>245,737.38</b>    |              |        |
| 04/13                   | American Management Consulting LLC            | 5,666.72             | 140.00       | 38.00  |
| 04/13                   | Burns & McDonnell Engineering Co. Inc.        | 29,343.03            | 115.00       | 66.00  |
|                         |   |                      | 179.00       | 59.50  |
|                         |   |                      | 214.00       | 44.00  |
| 04/13                   | Dinsmore & Shohl LLP                          | 2,751.02             | 300.00       | 9.80   |
| 04/13                   | Fidelity Institutional Operations Co., Inc.   | 3,750.00             | N/A          | N/A    |
| 04/13                   | GDS Associates Inc.                           | 24,778.75            | 60.00        | 41.00  |
|                         |   |                      | 215.00       | 101.00 |

**Case No. 2013-00199**

**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor  | Total Invoice Amount | Hourly Rates | Hours  |
|--------------|---|----------------------|--------------|--------|
| 04/13        | KPMG LLP                                      | 49,604.00            | N/A          | N/A    |
| 04/13        | Mercer Inc/Wm. M.                             | 10,280.00            | N/A          | N/A    |
| 04/13        | Orrick, Herrington & Sutcliffe                | 276.11               | 995.00       | 0.30   |
| 04/13        | Orrick, Herrington & Sutcliffe                | 24,544.90            | 865.00       | 25.50  |
|              |   |                      | 995.00       | 4.50   |
| 04/13        | Orrick, Herrington & Sutcliffe                | 1,174.14             | N/A          | N/A    |
| 04/13        | Orrick, Herrington & Sutcliffe                | 18,358.49            | 475.00       | 12.10  |
|              |   |                      | 760.00       | 6.90   |
|              |   |                      | 995.00       | 8.90   |
| 04/13        | Orrick, Herrington & Sutcliffe                | 1,220.54             | 475.00       | 0.50   |
|              |   |                      | 760.00       | 0.90   |
|              |   |                      | 995.00       | 0.40   |
| 04/13        | Prime Group LLC/The                           | 3,784.83             | 37.50        | 53.00  |
|              |   |                      | 200.00       | 200.00 |
| 04/13        | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 82,999.14            | 75.00        | 88.30  |
|              |   |                      | 160.00       | 6.50   |
|              |   |                      | 170.00       | 40.10  |
|              |   |                      | 190.00       | 168.10 |
|              |   |                      | 220.00       | 109.30 |
| 04/13        | TSE Services                                  | 24,414.00            | N/A          | N/A    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked            | Vendor                             | Total Invoice Amount | Hourly Rates | Hours |
|-------------------------|------------------------------------|----------------------|--------------|-------|
| 04/13                   | Ziemer, Stayman, Weitzel           | 1,186.00             | 300.00       | 3.90  |
| 04/13                   | Ziemer, Stayman, Weitzel           | 2,310.00             | 300.00       | 7.70  |
| 04/13                   | Insurance Write Off                | 9.98                 | N/A          | N/A   |
| <b>Total April 2013</b> |                                    | <b>286,451.65</b>    |              |       |
| 05/13                   | American Management Consulting LLC | 0.00                 | N/A          | N/A   |
| 05/13                   | American Management Consulting LLC | 0.00                 | N/A          | N/A   |
| 05/13                   | American Management Consulting LLC | 0.00                 | N/A          | N/A   |
| 05/13                   | American Management Consulting LLC | 0.00                 | N/A          | N/A   |
| 05/13                   | American Management Consulting LLC | 5,611.87             | 140.00       | 6.75  |
| 05/13                   | Cardwell Energy Associates Inc.    | 2,158.67             | N/A          | N/A   |
| 05/13                   | Doe Anderson                       | 262.50               | N/A          | N/A   |
| 05/13                   | Duke Energy Ohio Inc.              | 6,743.75             | N/A          | N/A   |
| 05/13                   | GDS Associates Inc.                | 8,252.48             | 75.00        | 37.00 |
|                         |                                    |                      | 215.00       | 3.75  |
| 05/13                   | KPMG LLP                           | 10,000.00            | N/A          | N/A   |
| 05/13                   | Latham and Watkins LLP             | 3,013.08             | 500.00       | 13.40 |
|                         |                                    |                      | 575.00       | 0.10  |
|                         |                                    |                      | 815.00       | 2.80  |

**Case No. 2013-00199**

**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked | Vendor                         | Total Invoice Amount | Hourly Rates | Hours |
|--------------|--------------------------------|----------------------|--------------|-------|
| 05/13        | Latham and Watkins LLP         | 10,708.50            | 500.00       | 11.80 |
|              |                                |                      | 815.00       | 5.90  |
| 05/13        | Latham and Watkins LLP         | 2,617.49             | 500.00       | 1.60  |
|              |                                |                      | 815.00       | 2.20  |
| 05/13        | Latham and Watkins LLP         | 10,120.00            | 500.00       | 7.60  |
|              |                                |                      | 815.00       | 7.60  |
| 05/13        | Latham and Watkins LLP         | 2,910.75             | 500.00       | 3.00  |
|              |                                |                      | 570.00       | 0.60  |
|              |                                |                      | 850.00       | 1.20  |
| 05/13        | Latham and Watkins LLP         | 741.00               | 570.00       | 1.30  |
| 05/13        | Latham and Watkins LLP         | 10,652.45            | 570.00       | 8.10  |
|              |                                |                      | 850.00       | 7.10  |
| 05/13        | McBrayer, McGinnis, Leslie     | 1,137.05             | N/A          | N/A   |
| 05/13        | Mercer Inc/Wm. M.              | 12,670.00            | N/A          | N/A   |
| 05/13        | Orrick, Herrington & Sutcliffe | 0.00                 | N/A          | N/A   |
| 05/13        | Orrick, Herrington & Sutcliffe | 1,715.65             | 695.00       | 0.75  |
|              |                                |                      | 760.00       | 1.10  |
|              |                                |                      | 995.00       | 0.50  |
| 05/13        | Orrick, Herrington & Sutcliffe | 372.82               | N/A          | N/A   |
| 05/13        | Orrick, Herrington & Sutcliffe | 9,932.42             | 695.00       | 0.25  |
|              |                                |                      | 760.00       | 13.90 |

**Case No. 2013-00199**

**Attachment (2 of 2) For Response For PSC 1-46**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month | Vendor                         | Total Invoice<br>Amount | Hourly<br>Rates | Hours |
|-------|--------------------------------|-------------------------|-----------------|-------|
| 05/13 | Orrick, Herrington & Sutcliffe | 4,077.40                | 760.00          | 5.80  |
| 05/13 | Orrick, Herrington & Sutcliffe | 38.89                   | N/A             | N/A   |
| 05/13 | Orrick, Herrington & Sutcliffe | 184.08                  | 995.00          | 0.20  |
| 05/13 | Orrick, Herrington & Sutcliffe | 5,086.12                | 760.00          | 3.00  |
|       |                                |                         | 865.00          | 0.50  |
|       |                                |                         | 995.00          | 2.80  |
| 05/13 | Orrick, Herrington & Sutcliffe | 35,864.17               | 590.00          | 21.65 |
|       |                                |                         | 760.00          | 2.90  |
|       |                                |                         | 865.00          | 11.60 |
|       |                                |                         | 895.00          | 0.70  |
|       |                                |                         | 995.00          | 13.20 |
| 05/13 | Orrick, Herrington & Sutcliffe | 1,730.68                | 760.00          | 2.20  |
|       |                                |                         | 995.00          | 0.20  |
| 05/13 | Orrick, Herrington & Sutcliffe | 3,391.05                | 760.00          | 4.30  |
|       |                                |                         | 995.00          | 0.40  |
| 05/13 | Prime Group LLC/The            | 4,567.14                | 37.50           | 54.00 |
|       |                                |                         | 200.00          | 45.50 |
| 05/13 | Prime Group LLC/The            | 4,027.58                | 37.50           | 58.00 |
|       |                                |                         | 200.00          | 35.00 |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| Month Booked  | Vendor  | Total Invoice Amount | Hourly Rates | Hours  |
|---|---|----------------------|--------------|--------|
| 05/13   | Shipman and Goodwin                           | 0.00                 | N/A          | N/A    |
| 05/13   | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 54,631.87            | 75.00        | 130.10 |
|   |   |                      | 160.00       | 26.85  |
|   |   |                      | 170.00       | 15.70  |
|   |   |                      | 190.00       | 69.32  |
|   |   |                      | 220.00       | 108.87 |
| 05/13   | Insurance Write Off                           | 9.98                 | N/A          | N/A    |
| <b>Total May 2013</b>                               |   | <b>213,229.44</b>    |              |        |
| <b>Grand Total Twelve Months Ended May 31, 2013</b> |   | <b>2,346,477.54</b>  |              |        |

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 46)** *Provide a detailed analysis of expenses incurred for professional services*  
2 *during the most recent 12-month period for which information is available at the time*  
3 *the application is filed, as shown in Schedule 10, and all workpapers supporting the*  
4 *analysis. At a minimum, the workpapers should show the payee, dollar amount,*  
5 *reference (i.e., voucher no., etc.), account charged, hourly rates and time charged to*  
6 *the company according to each invoice, and a description of the services provided.*

7

8 **Response)** Please see the attached schedule, detailing the \$2,346,478 of professional  
9 services for the twelve month period ending May 31, 2013. This amount excludes this  
10 rate case. Also, for the workpapers supporting this analysis, please see the CD  
11 accompanying these responses.

12

13 **Witness)** Billie J. Richert

14

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Professional Services Expenses**  
**For the Most Recent 12-Month Period (June 2012 through May 2013)**

**Schedule 10**

| Line No. | Item<br>(a) | Rate Case <sup>1</sup><br>(b) | Annual Audit<br>(c) | Other<br>(d) | Total<br>(e) |
|----------|-------------|-------------------------------|---------------------|--------------|--------------|
| 1        | Legal       | \$ 85,374                     | \$ 505              | \$ 1,179,102 | \$ 1,264,981 |
| 2        | Engineering | \$ 34,737                     | \$ -                | \$ 124,057   | \$ 158,794   |
| 3        | Accounting  | \$ -                          | \$ 150,854          | \$ 43,215    | \$ 194,069   |
| 4        | Other       | \$ 16,450                     | \$ -                | \$ 712,184   | \$ 728,634   |
| 5        | Total       | \$ 136,561                    | \$ 151,359          | \$ 2,058,558 | \$ 2,346,478 |

<sup>1</sup> Excluding expenses incurred for this rate case. For detail of the actual costs incurred to date in conjunction with this rate case and an itemized estimate of total costs to be incurred for this case, refer to Item 54(b) and 54(c).



**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

- 1 **Item 47)** *Provide the following information. If any amounts were allocated, show*  
2 *a calculation of the factor used to allocate each amount.*
- 3 *a. A detailed analysis of charges booked for advertising expenditures*  
4 *during the most recent 12-month period for which information is*  
5 *available at the time the application is filed. Include a complete*  
6 *breakdown of Account No. 913 – Advertising Expenses, and any*  
7 *other advertising expenditures included in any other expense*  
8 *accounts, as shown in Schedule 11. The analysis should specify the*  
9 *purpose of the expenditure and the expected benefit to be derived.*
- 10 *b. An analysis of Account No. 930 – Miscellaneous General Expenses*  
11 *for the most recent 12-month period for which information is*  
12 *available at the time the application is filed. Include a complete*  
13 *breakdown of this account as shown in Schedule 12 and provide*  
14 *detailed workpapers supporting this analysis. At a minimum, the*  
15 *analysis should show the date, vendor, reference (i.e., voucher no.,*  
16 *etc.), dollar amount and brief description of each expenditure of \$500*

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1                    *or more, provided that lesser items are grouped by classes as shown*  
2                    *in Schedule 12.*

3                    *c. An analysis of Account No. 426 – Other Income Deductions for the*  
4                    *most recent 12-month period for which information is available at the*  
5                    *time the application is filed. Include a complete breakdown of this*  
6                    *account as shown in Schedule 13, and provide detailed workpapers*  
7                    *supporting this analysis. At a minimum, the analysis should show the*  
8                    *date, vendor, reference (i.e., voucher no., etc.), dollar amount, and*  
9                    *brief description of each expenditure of \$500 or more, provided that*  
10                   *lesser items are grouped by classes as shown in Schedule 13.*

11

12    **Response)**

13                    a. Please see the attached schedules for the advertising expenditures  
14                    posted to Account No. 913 – Advertising Expenses, and those  
15                    expenditures posted to other expense accounts. The workpapers  
16                    supporting this analysis are also attached.

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1           b. Please see the attached schedules for an analysis of Account No. 930 –  
2           Miscellaneous General Expenses. The workpapers supporting this  
3           analysis are also attached.

4           c. Please see the attached schedules for an analysis of Account No. 426 –  
5           Other Income and Deductions, and those amounts posted to Account  
6           No. 921 – Office Supplies and Expenses. The workpapers supporting  
7           this analysis are also attached.

8

9   **Witness)**   Billie J. Richert

10

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Advertising Expenses**  
**(Including Account 913)**  
**For The Twelve Months Ended May 31, 2013**

| Line No. | Item<br>(a)                                   | Sales or<br>Promotional<br>Advertising<br>(b) | Institutional<br>Advertising (c) | Conservation<br>Advertising (d) | Schedule 11<br>Rate Case<br>(e) |
|----------|---|---|----------------------------------|---------------------------------|---------------------------------|
| 1        | Newspaper                                     | \$ 886  | \$ -                             | \$ 14,924                       | \$ -                            |
| 2        | Magazines and Others                          | \$ 136,269                                    | \$ -                             | \$ 74,712                       | \$ -                            |
| 3        | Television                                    | \$ -  | \$ -                             | \$ -                            | \$ -                            |
| 4        | Radio   | \$ -  | \$ -                             | \$ 79,419                       | \$ -                            |
| 5        | Direct Mail                                   | \$ -  | \$ -                             | \$ 166                          | \$ -                            |
| 6        | Sales Aids                                    | \$ -  | \$ -                             | \$ 3,758                        | \$ -                            |
| 7        | Total   | \$ 137,155                                    | \$ -                             | \$ 172,979                      | \$ -                            |
| 8        | Amount Assigned to Kentucky<br>Jurisdictional | \$ 137,155                                    | \$ -                             | \$ 172,979                      | \$ -                            |

Case No. 2013-00199

Attachment for Response for PSC 1-47(a)

Witness: Billie J. Richert

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Advertising Expenses**  
**(Including Account 913)**  
**For The Twelve Months Ended May 31, 2013**

**Schedule 11**

| Line No. | Item<br>(a)                                   | Other<br>(f) | Total<br>(g) |
|----------|---|--------------|--------------|
| 1        | Newspaper                                     | \$ -         | \$ 15,810    |
| 2        | Magazines and Others                          | \$ -         | \$ 210,981   |
| 3        | Television                                    | \$ -         | \$ -         |
| 4        | Radio   | \$ -         | \$ 79,419    |
| 5        | Direct Mail                                   | \$ -         | \$ 166       |
| 6        | Sales Aids                                    | \$ -         | \$ 3,758     |
| 7        | Total   | \$ -         | \$ 310,134   |
| 8        | Amount Assigned to Kentucky<br>Jurisdictional | \$ -         | \$ 310,134   |

**Case No. 2013-00199**

**Attachment for Response for PSC 1-47(a)**

**Witness: Billie J. Richert**

**Page 2 of 32**

**Big Rivers Electric Corporation  
Case No. 2013-00199  
Analysis of Advertising Expenses  
(Including Account 913)  
For The Twelve Months Ended May 31, 2013  
Account 913**

| Month Booked | Vendor                 | Invoice #                         | GLAFF                      | Amount             | Category            |
|--------------|------------------------|-----------------------------------|----------------------------|--------------------|---------------------|
| 06/12        | Apogee Interactive Inc | 102716                            | 10-0190-91310000-0301-0000 | \$ 4,906.25        | Magazines and Other |
| 06/12        | Apogee Interactive Inc | 102827                            | 10-0190-91310000-0301-0000 | \$ 4,906.25        | Magazines and Other |
|              |                        |                                   |                            | <u>\$ 9,812.50</u> | 06/12               |
| 07/12        | Apogee Interactive Inc | 102879                            | 10-0190-91310000-0310-0000 | \$ 4,906.25        | Magazines and Other |
|              |                        |                                   |                            | <u>\$ 4,906.25</u> | 07/12               |
| 08/12        | Kenergy Corp           | 2011 Kenergy Economic Development | 10-0190-9131000-0613-0000  | \$ 66,703.46       | Magazines and Other |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Advertising Expenses**  
**(Including Account 913)**  
**For The Twelve Months Ended May 31, 2013**  
**Account 913**

| Month Booked | Vendor                 | Invoice # | GLAFF                      | Amount              | Category            |
|--------------|------------------------|-----------|----------------------------|---------------------|---------------------|
| 08/12        | Apogee Interactive Inc | 102943    | 10-0190-91310000-0301-0000 | \$ 4,906.25         | Magazines and Other |
|              |                        |           |                            | <u>\$ 71,609.71</u> | 08/12               |
| 09/12        | Apogee Interactive Inc | 102992    | 10-0190-91310000-0301-0000 | \$ 4,906.25         | Magazines and Other |
|              |                        |           |                            | <u>\$ 4,906.25</u>  | 09/12               |
| 10/12        | Apogee Interactive Inc | 103045    | 10-0190-91310000-0301-0000 | \$ 4,906.25         | Magazines and Other |
| 10/12        | Apogee Interactive Inc | 102879    | 10-0190-91310000-0310-0000 | \$ (4,906.25)       | Magazines and Other |

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| Month Booked | Vendor                 | Invoice # | GLAFF                      | Amount              | Category            |
|--------------|------------------------|-----------|----------------------------|---------------------|---------------------|
| 10/12        | Apogee Interactive Inc | 102879    | 10-0190-91310000-0301-0000 | \$ 4,906.25         | Magazines and Other |
| 10/12        | Meade County RECC      | 002274    | 10-0190-91310000-0613-0000 | \$ 34,380.97        | Magazines and Other |
|              |                        |           |                            | <u>\$ 39,287.22</u> | 10/12               |
| 11/12        | Apogee Interactive Inc | 103094    | 10-0190-91310000-0301-0000 | \$ 4,906.25         | Magazines and Other |
|              |                        |           |                            | <u>\$ 4,906.25</u>  | 11/12               |
| 12/12        | Apogee Interactive Inc | 103153    | 10-0190-91310000-0301-0000 | \$ 4,906.25         | Magazines and Other |



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| Month Booked | Vendor                       | Invoice # | GLAFF                      | Amount              | Category            |
|--------------|------------------------------|-----------|----------------------------|---------------------|---------------------|
| 12/12        | Jackson Purchase Energy Corp | 13160     | 10-0190-91310000-0613-0000 | \$ 35,184.57        | Magazines and Other |
| 12/12        | Apogee Interactive Inc       | 103221    | 10-0190-91310000-0301-0000 | \$ 4,906.25         | Magazines and Other |
|              |                              |           |                            | <u>\$ 44,997.07</u> | 12/12               |
| 01/13        | Apogee Interactive Inc       | 103221    | 10-0190-91310000-0301-0000 | \$ 4,906.25         | Magazines and Other |
| 01/13        | Apogee Interactive Inc       | 103221    | 10-0190-91310000-0301-0000 | \$ (4,906.25)       | Magazines and Other |
|              |                              |           |                            | <u>\$ -</u>         | 01/13               |
| 02/13        | Apogee Interactive Inc       | 103221    | 10-0190-91310000-0301-0000 | \$ 4,906.25         | Magazines and Other |

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| Month Booked | Vendor                 | Invoice # | GLAFF                      | Amount                      | Category            |
|--------------|------------------------|-----------|----------------------------|-----------------------------|---------------------|
| 02/13        | Apogee Interactive Inc | 103225    | 10-0190-91310000-0301-0000 | \$ 4,906.25                 | Magazines and Other |
| 02/13        | Apogee Interactive Inc | 103221    | 10-0190-91310000-0301-0000 | \$ (4,906.25)               | Magazines and Other |
|              |                        |           |                            | <u>\$ 4,906.25</u>          | 02/13               |
| 03/13        | Apogee Interactive Inc | 103361    | 10-0190-91310000-0301-0000 | \$ 4,906.25                 | Magazines and Other |
|              |                        |           |                            | <u>\$ 4,906.25</u>          | 03/13               |
| 04/13        | Apogee Interactive Inc | 103407    | 10-0190-91310000-0301-0000 | \$ 4,906.25                 | Magazines and Other |
|              |                        |           |                            | <u>\$ 4,906.25</u>          | 04/13               |
| 05/13        | Apogee Interactive Inc | 103465    | 10-0190-91310000-0301-0000 | \$ 4,906.25                 | Magazines and Other |
|              |                        |           |                            | <u>\$ 4,906.25</u>          | 05/13               |
|              |                        |           | Total                      | <u><u>\$ 200,050.25</u></u> |                     |

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| Month Booked | Vendor                 | Invoice #                         |                                  | Description   |
|--------------|------------------------|-----------------------------------|----------------------------------|---|
| 06/12        | Apogee Interactive Inc | 102716                            | Conservation                     | To Provide Services for the Web Site Hosting and EE Modules |
| 06/12        | Apogee Interactive Inc | 102827                            | Conservation                     | To Provide Services for the Web Site Hosting and EE Modules |
| 07/12        | Apogee Interactive Inc | 102879                            | Conservation                     | To Provide Services for the Web Site Hosting and EE Modules |
| 08/12        | Kenergy Corp           | 2011 Kenergy Economic Development | Sales or Promotional Advertising | Econ.Dev. Alliance Report                                   |

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| Month Booked | Vendor                 | Invoice # | Description   |
|--------------|------------------------|-----------|---|
| 08/12        | Apogee Interactive Inc | 102943    | Conservation<br>To Provide Services for the Web Site Hosting and EE Modules |
| 09/12        | Apogee Interactive Inc | 102992    | Conservation<br>To Provide Services for the Web Site Hosting and EE Modules |
| 10/12        | Apogee Interactive Inc | 103045    | Conservation<br>To Provide Services for the Web Site Hosting and EE Modules |
| 10/12        | Apogee Interactive Inc | 102879    | Conservation<br>To Provide Services for the Web Site Hosting and EE Modules |

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| Month Booked | Vendor                 | Invoice # | Description   |
|--------------|------------------------|-----------|---|
| 10/12        | Apogee Interactive Inc | 102879    | Conservation<br>To Provide Services for the Web Site Hosting and EE Modules |
| 10/12        | Meade County RECC      | 002274    | Sales or Promotional Advertising<br>Allotment MCRECC Economic Development   |
| 11/12        | Apogee Interactive Inc | 103094    | Conservation<br>To Provide Services for the Web Site Hosting and EE Modules |
| 12/12        | Apogee Interactive Inc | 103153    | Conservation<br>To Provide Services for the Web Site Hosting and EE Modules |

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| Month Booked | Vendor                       | Invoice # | Sales or Promotional Advertising | Description  |
|--------------|------------------------------|-----------|----------------------------------|--|
| 12/12        | Jackson Purchase Energy Corp | 13160     | Promotional Advertising          | Economic Development To Provide Services for the Web Site Hosting and EE Modules |
| 12/12        | Apogee Interactive Inc       | 103221    | Conservation                     | To Provide Services for the Web Site Hosting and EE Modules                      |
| 01/13        | Apogee Interactive Inc       | 103221    | Conservation                     | To Provide Services for the Web Site Hosting and EE Modules                      |
| 01/13        | Apogee Interactive Inc       | 103221    | Conservation                     | To Provide Services for the Web Site Hosting and EE Modules                      |
| 02/13        | Apogee Interactive Inc       | 103221    | Conservation                     | To Provide Services for the Web Site Hosting and EE Modules                      |

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| Month Booked | Vendor                 | Invoice # |              | Description   |
|--------------|------------------------|-----------|--------------|---|
| 02/13        | Apogee Interactive Inc | 103225    | Conservation | To Provide Services for the Web Site Hosting and EE Modules |
| 02/13        | Apogee Interactive Inc | 103221    | Conservation | To Provide Services for the Web Site Hosting and EE Modules |
| 03/13        | Apogee Interactive Inc | 103361    | Conservation | To Provide Services for the Web Site Hosting and EE Modules |
| 04/13        | Apogee Interactive Inc | 103407    | Conservation | To Provide Services for the Web Site Hosting and EE Modules |
| 05/13        | Apogee Interactive Inc | 103465    | Conservation | To Provide Services for the Web Site Hosting and EE Modules |

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| Month Booked | Vendor                                   | Invoice #                        | GLAFF                          | Amount              | Category               |              |
|--------------|--|----------------------------------|--------------------------------|---------------------|------------------------|--------------|
| 07/12        | Kenergy Corp                             | INCENTIVE/ADVERT<br>ISING MAY-12 | 10-0190-90810000-<br>0612-0000 | \$ 7,304.38         | Radio<br>Advertising   | Conservation |
| 07/12        | Kenergy Corp                             | INCENTIVE/ADVERT<br>ISING MAY-12 | 10-0190-90810000-<br>0612-0000 | \$ 88.65            | Direct Mail            | Conservation |
| 07/12        | Sherlock Homes<br>Inspection Service Inc | 12701                            | 10-0190-90810000-<br>0612-0000 | \$ 1,603.89         | Magazines and<br>Other | Conservation |
| 07/12        | Meade County RECC                        | 8580                             | 10-0190-90810000-<br>0612-0000 | \$ 101.32           | Radio<br>Advertising   | Conservation |
| 07/12        | Meade County RECC                        | 8580                             | 10-0190-90810000-<br>0612-0000 | \$ 469.42           | Newspaper              | Conservation |
| 07/12        | Meade County RECC                        | 8578                             | 10-0190-90810000-<br>0612-0000 | \$ 477.00           | Sales Aids             | Conservation |
|              |  |                                  |                                | <u>\$ 10,044.66</u> | 07/12                  |              |
| 08/12        | Meade County RECC                        | 8633                             | 10-0190-90810000-<br>0612-0000 | \$ 1,850.47         | Newspaper              | Conservation |
|              |  |                                  |                                | <u>\$ 1,850.47</u>  | 08/12                  |              |



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| Month Booked | Vendor                                   | Invoice #     | GLAFF                          | Amount        | Category               |              |
|--------------|--|---------------|--------------------------------|---------------|------------------------|--------------|
| 09/12        | Sherlock Homes<br>Inspection Service Inc | 12852         | 10-0190-90910000-<br>0612-0000 | \$ 642.99     | Magazines and<br>Other | Conservation |
| 09/12        | Kenergy Corp                             | 5391          | 10-0190-90910000-<br>0612-0000 | \$ 5,245.71   | Radio<br>Advertising   | Conservation |
| 09/12        | Kenergy Corp                             | 5391          | 10-0190-90910000-<br>0612-0000 | \$ 16.25      | Direct Mail            | Conservation |
| 09/12        | Meade County RECC                        | 8687          | 10-0190-90910000-<br>0612-0000 | \$ 395.00     | Radio<br>Advertising   | Conservation |
| 09/12        | Meade County RECC                        | 8684          | 10-0190-90910000-<br>0612-0000 | \$ 709.00     | Radio<br>Advertising   | Conservation |
| 09/12        | Meade County RECC                        | 8684          | 10-0190-90910000-<br>0612-0000 | \$ 135.40     | Newspaper              | Conservation |
| 09/12        | NRECA                                    | J020-dav-0912 | 10-0190-90910000-<br>0612-0000 | \$ (901.25)   | Newspaper              | Conservation |
| 09/12        | NRECA                                    | J020-dav-0912 | 10-0190-90910000-<br>0612-0000 | \$ (2,703.75) | Radio<br>Advertising   | Conservation |

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| Month Booked | Vendor                   | Invoice #                         | GLAFF                      | Amount             | Category            |                           |
|--------------|--------------------------|-----------------------------------|----------------------------|--------------------|---------------------|---------------------------|
| 09/12        | Alison and Associates    | BR2347                            | 10-0015-92110000-0611-0000 | \$ 2,221.27        | Magazines and Other | Institutional Advertising |
| 09/12        | Kentucky State Treasurer | 01-OCT-2012 09:19KY U             | 10-0015-92110000-0611-0000 | \$ 133.27          | Magazines and Other | Institutional Advertising |
|              |                          |                                   |                            | <u>\$ 5,893.89</u> | 09/12               |                           |
| 10/12        | Kenergy Corp             | 012949                            | 10-0190-90910000-0612-0000 | \$ 2,799.50        | Radio Advertising   | Conservation              |
| 10/12        | Kenergy Corp             | 012949                            | 10-0190-90910000-0612-0000 | \$ 1,385.51        | Sales Aids          | Conservation              |
| 10/12        | Kenergy Corp             | 012949                            | 10-0190-90910000-0612-0000 | \$ 30.60           | Direct Mail         | Conservation              |
| 10/12        | Alison and Associates    | J200-pwc-1012 Voucher Corrections | 10-0015-92110000-0611-0000 | \$ (2,221.27)      | Magazines and Other | Institutional Advertising |
| 10/12        | Kentucky State Treasurer | J200-pwc-1012 Voucher Corrections | 10-0015-92110000-0611-0000 | \$ (133.27)        | Magazines and Other | Institutional Advertising |

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| Month Booked | Vendor            | Invoice #                            | GLAFF                      | Amount                | Category          |                           |
|--------------|-------------------|--------------------------------------|----------------------------|-----------------------|-------------------|---------------------------|
| 10/12        | Doe Anderson      | 018608-00                            | 10-0015-92110000-0611-2216 | \$ 11,349.67          | Newspaper         | Institutional Advertising |
| 10/12        | Doe Anderson      | J200-pwc-1012<br>Voucher Corrections | 10-0015-92110000-0611-2216 | <u>\$ (11,349.67)</u> | Newspaper         | Institutional Advertising |
|              |                   |                                      |                            | <u>\$ 1,861.07</u>    | 10/12             |                           |
| 11/12        | Meade County RECC | 8738                                 | 10-0190-90910000-0612-0000 | \$ 3,262.46           | Radio Advertising | Conservation              |
| 11/12        | Meade County RECC | 8738                                 | 10-0190-90910000-0612-0000 | \$ 1,544.12           | Newspaper         | Conservation              |
| 11/12        | Kenergy Corp      | 013064                               | 10-0190-90910000-0612-0000 | \$ 5,155.73           | Radio Advertising | Conservation              |
| 11/12        | Kenergy Corp      | 013064                               | 10-0190-90910000-0612-0000 | \$ 1,017.60           | Sales Aids        | Conservation              |

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| Month Booked | Vendor   | Invoice #                | GLAFF                      | Amount         | Category            |                                  |
|--------------|--|--------------------------|----------------------------|----------------|---------------------|----------------------------------|
| 11/12        | Kenergy Corp   | 013064                   | 10-0190-90910000-0612-0000 | \$ 402.08      | Magazines and Other | Conservation                     |
| 11/12        | Kenergy Corp   | 013064                   | 10-0190-90910000-0612-0000 | \$ 30.15       | Direct Mail         | Conservation                     |
| 11/12        | Meade County RECC  | 8779                     | 10-0190-90910000-0612-0000 | \$ 3,455.05    | Radio Advertising   | Conservation                     |
| 11/12        | Corporate Payment Systems-The Meade County Messenger, Inc. | 208807-413<br>ACKERMAN   | 10-0015-92110000-0601-0000 | \$ 886.00      | Newspaper           | Sales or Promotional Advertising |
| 11/12        | Alison and Associates                                      | BR2347                   | 10-0015-92110000-0611-0000 | \$ (2,221.27)  | Magazines and Other | Institutional Advertising        |
| 11/12        | Kentucky State Treasurer                                   | 01-OCT-2012 09:19KY<br>U | 10-0015-92110000-0611-0000 | \$ (133.27)    | Magazines and Other | Institutional Advertising        |
| 11/12        | Doe Anderson   | 018608-00                | 10-0015-92110000-0611-2216 | \$ (11,349.67) | Newspaper           | Institutional Advertising        |

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| Month Booked | Vendor                      | Invoice #                               | GLAFF                          | Amount              | Category   |
|--------------|-----------------------------|---|--------------------------------|---------------------|--|
| 11/12        | Alison and Associates       | REVJ200-pwc-1012<br>Voucher Ccrrections | 10-0015-92110000-<br>0611-0000 | \$ 2,221.27         | Magazines and<br>Other<br>Institutional<br>Advertising |
| 11/12        | Kentucky State<br>Treasurer | REVJ200-pwc-1012<br>Voucher Corrections | 10-0015-92110000-<br>0611-0000 | \$ 133.27           | Magazines and<br>Other<br>Institutional<br>Advertising |
| 11/12        | Doe Anderson                | REVJ200-pwc-1012<br>Voucher Corrections | 10-0015-92110000-<br>0611-2216 | \$ 11,349.67        | Newspaper<br>Institutional<br>Advertising              |
| 11/12        | Kentucky State<br>Treasurer | 01-OCT-2012 09:19KY<br>U                | 10-0015-92110000-<br>0611-0000 | \$ (133.28)         | Magazines and<br>Other<br>Institutional<br>Advertising |
|              |                             |   |                                | <u>\$ 15,619.91</u> | 11/12  |
| 12/12        | Meade County RECC           | 8825                                    | 10-0190-90910000-<br>0612-0000 | \$ 602.50           | Radio<br>Advertising<br>Conservation                   |
| 12/12        | Kenergy Corp                | 013128                                  | 10-0190-90910000-<br>0612-0000 | \$ 8,249.91         | Radio<br>Advertising<br>Conservation                   |

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| Month Booked | Vendor            | Invoice #  | GLAFF                          | Amount      | Category           |              |
|--------------|-------------------|------------|--------------------------------|-------------|--------------------|--------------|
| 12/12        | Kenergy Corp      | 013128     | 10-0190-90910000-<br>0612-0000 | \$ 402.08   | Sales Aids         | Conservation |
| 12/12        | Kenergy Corp      | 013128     | 10-0190-90910000-<br>0612-0000 | \$ 1,492.00 | Newspaper<br>Radio | Conservation |
| 12/12        | Meade County RECC | 8831       | 10-0190-90910000-<br>0612-0000 | \$ 2,026.03 | Advertising        | Conservation |
| 12/12        | Meade County RECC | 8831       | 10-0190-90910000-<br>0612-0000 | \$ 1,074.70 | Newspaper<br>Radio | Conservation |
| 12/12        | Meade County RECC | 8833       | 10-0190-90910000-<br>0612-0000 | \$ 867.00   | Advertising        | Conservation |
| 12/12        | Meade County RECC | 8823       | 10-0190-90910000-<br>0612-0000 | \$ (378.00) | Newspaper<br>Radio | Conservation |
| 12/12        | Meade County RECC | 8843       | 10-0190-90910000-<br>0612-0000 | \$ 417.50   | Advertising        | Conservation |
| 12/12        | Meade County RECC | 8985       | 10-0190-90910000-<br>0612-0000 | \$ 2,004.71 | Advertising        | Conservation |
| 12/12        | Meade County RECC | 8985       | 10-0190-90910000-<br>0612-0000 | \$ 926.48   | Newspaper<br>Radio | Conservation |
| 12/12        | Kenergy Corp      | 12/31/2012 | 10-0190-90910000-<br>0612-0000 | \$ 9,713.15 | Advertising        | Conservation |

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| Month Booked | Vendor                   | Invoice #             | GLAFF                      | Amount              | Category            |                           |
|--------------|--------------------------|-----------------------|----------------------------|---------------------|---------------------|---------------------------|
| 12/12        | Kenergy Corp             | 12/31/2012            | 10-0190-90910000-0612-0000 | \$ 3,168.00         | Newspaper           | Conservation              |
| 12/12        | Kenergy Corp             | 12/31/2012            | 10-0190-90910000-0612-0000 | \$ 3,200.00         | Magazines and Other | Conservation              |
| 12/12        | Kenergy Corp             | 12/12/12              | 10-0190-90910000-0612-0000 | 4979.25             | Radio Advertising   | Conservation              |
| 12/12        | Kenergy Corp             | 12/12/12              | 10-0190-90910000-0612-0000 | \$ 1,676.00         | Newspaper           | Conservation              |
| 12/12        | Kenergy Corp             | 12/12/12              | 10-0190-90910000-0612-0000 | \$ 5,082.35         | Magazines and Other | Conservation              |
| 12/12        | Kentucky State Treasurer | 01-OCT-2012 09:19KY U | 10-0015-92110000-0611-0000 | \$ 133.28           | Magazines and Other | Institutional Advertising |
|              |                          |                       |                            | <u>\$ 45,636.94</u> | 12/12               |                           |
| 01/13        | Meade County RECC        | 8881                  | 10-190-90810000-0612-0000  | \$ 2,871.85         | Radio Advertising   | Conservation              |
| 01/13        | Meade County RECC        | 8881                  | 10-190-90810000-0612-0000  | \$ 1,395.88         | Newspaper           | Conservation              |
|              |                          |                       |                            | <u>\$ 4,267.73</u>  |                     |                           |
| 02/13        | Meade County RECC        | 8930                  | 10-0190-90910000-0612-0000 | \$ 487.00           | Radio Advertising   | Conservation              |

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|--------------|-------------------|-----------|--------------------------------|----------------------|-------------|--------------|
|              |                   |           | 10-0190-90910000-<br>0612-0000 |                      | Radio       |              |
| 02/13        | Meade County RECC | 8985      |                                | \$ (2,004.71)        | Advertising | Conservation |
|              |                   |           | 10-0190-90910000-<br>0612-0000 |                      | Radio       |              |
| 02/13        | Meade County RECC | 8985      |                                | \$ (926.48)          | Newspaper   | Conservation |
|              |                   |           |                                | <u>\$ (2,444.19)</u> | 02/13       |              |
|              |                   |           | 10-0190-90910000-<br>0612-0000 |                      | Radio       |              |
| 03/13        | Meade County RECC | 8985      |                                | \$ 2,004.71          | Advertising | Conservation |
|              |                   |           | 10-0190-90910000-<br>0612-0000 |                      | Radio       |              |
| 03/13        | Meade County RECC | 8985      |                                | \$ 926.48            | Newspaper   | Conservation |
|              |                   |           | 10-0190-90910000-<br>0612-0000 |                      | Radio       |              |
| 03/13        | Meade County RECC | 8983      |                                | \$ 4,714.38          | Advertising | Conservation |
|              |                   |           | 10-0190-90910000-<br>0612-0000 |                      | Radio       |              |
| 03/13        | Meade County RECC | 8983      |                                | \$ 926.47            | Newspaper   | Conservation |
|              |                   |           |                                | <u>\$ 8,572.04</u>   | 03/13       |              |
|              |                   |           | 10-0190-90810000-<br>0612-0000 |                      | Radio       |              |
| 04/13        | Meade County RECC | 8983      |                                | \$ 4,714.38          | Advertising | Conservation |
|              |                   |           | 10-0190-90810000-<br>0612-0000 |                      | Radio       |              |
| 04/13        | Meade County RECC | 8983      |                                | \$ 926.47            | Newspaper   | Conservation |
|              |                   |           | 10-0190-90810000-<br>0612-0000 |                      | Radio       |              |
| 04/13        | Kenergy Corp      | 000135    |                                | \$ 5,523.89          | Advertising | Conservation |

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**For The Twelve Months Ended May 31, 2013**  
**Other Than Account 913**

| Month Booked | Vendor            | Invoice # | GLAFF                      | Amount                      | Category          |              |
|--------------|-------------------|-----------|----------------------------|-----------------------------|-------------------|--------------|
| 04/13        | Meade County RECC | 9036      | 10-0190-90910000-0612-0000 | \$ 3,938.29                 | Radio Advertising | Conservation |
| 04/13        | Meade County RECC | 9036      | 10-0190-90910000-0612-0000 | \$ 617.65                   | Newspaper         | Conservation |
| 04/13        | Meade County RECC | 9036      | 10-0190-90910000-0612-0000 | \$ 120.84                   | Sales Aids        | Conservation |
| 04/13        | Meade County RECC | 8983      | 10-0190-90910000-0612-0000 | \$ (4,714.38)               | Radio Advertising | Conservation |
| 04/13        | Meade County RECC | 8983      | 10-0190-90910000-0612-0000 | \$ (926.47)                 | Newspaper         | Conservation |
|              |                   |           |                            | <u>\$ 10,200.67</u>         | 04/13             |              |
| 05/13        | Kenergy Corp      | 000145    | 10-0190-90910000-0612-0000 | \$ 4,898.75                 | Radio Advertising | Conservation |
| 05/13        | Kenergy Corp      | 000145    | 10-0190-90910000-0612-0000 | \$ 355.10                   | Sales Aids        | Conservation |
| 05/13        | Meade County RECC | 9082      | 10-0190-90910000-0612-0000 | \$ 2,400.67                 | Radio Advertising | Conservation |
| 05/13        | Meade County RECC | 9082      | 10-0190-90910000-0612-0000 | \$ 926.47                   | Newspaper         | Conservation |
|              |                   |           |                            | <u>\$ 8,580.99</u>          | 05/13             |              |
|              |                   |           | Total                      | <u><u>\$ 110,084.18</u></u> |                   |              |

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**Big Rivers Electric Corporation  
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(Including Account 913)  
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| Month Booked | Vendor                                   | Invoice #                        | Description              |
|--------------|--|----------------------------------|--------------------------|
| 07/12        | Kenergy Corp                             | INCENTIVE/ADVERT<br>ISING MAY-12 | Energy Efficiency<br>Ads |
| 07/12        | Kenergy Corp                             | INCENTIVE/ADVERT<br>ISING MAY-12 | Energy Efficiency<br>Ads |
| 07/12        | Sherlock Homes<br>Inspection Service Inc | 12701                            | Energy Efficiency<br>Ads |
| 07/12        | Meade County RECC                        | 8580                             | Energy Efficiency<br>Ads |
| 07/12        | Meade County RECC                        | 8580                             | Energy Efficiency<br>Ads |
| 07/12        | Meade County RECC                        | 8578                             | Energy Efficiency<br>Ads |
| 08/12        | Meade County RECC                        | 8633                             | Energy Efficiency<br>Ads |

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Other Than Account 913**

| Month Booked | Vendor                                   | Invoice #     | Description                  |
|--------------|--|---------------|------------------------------|
| 09/12        | Sherlock Homes<br>Inspection Service Inc | 12852         | Energy Efficiency<br>Ads     |
| 09/12        | Kenergy Corp                             | 5391          | Energy Efficiency<br>Ads     |
| 09/12        | Kenergy Corp                             | 5391          | Energy Efficiency<br>Ads     |
| 09/12        | Meade County RECC                        | 8687          | Energy Efficiency<br>Ads     |
| 09/12        | Meade County RECC                        | 8684          | Energy Efficiency<br>Ads     |
| 09/12        | Meade County RECC                        | 8684          | Energy Efficiency<br>Ads     |
| 09/12        | NRECA                                    | J020-dav-0912 | Energy Efficiency<br>Ads-25% |
| 09/12        | NRECA                                    | J020-dav-0912 | Energy Efficiency<br>Ads-75% |

**Big Rivers Electric Corporation  
Case No. 2013-00199  
Analysis of Advertising Expenses  
(Including Account 913)  
For The Twelve Months Ended May 31, 2013  
Other Than Account 913**

| Month Booked | Vendor                   | Invoice #                         | Description                       |
|--------------|--------------------------|-----------------------------------|-----------------------------------|
| 09/12        | Alison and Associates    | BR2347                            | Annual Meeting Gifts              |
| 09/12        | Kentucky State Treasurer | 01-OCT-2012 09:19KY U             | Sales tax - Alison and Associates |
| 10/12        | Kenergy Corp             | 012949                            | Energy Efficiency Ads             |
| 10/12        | Kenergy Corp             | 012949                            | Energy Efficiency Ads             |
| 10/12        | Kenergy Corp             | 012949                            | Energy Efficiency Ads             |
| 10/12        | Alison and Associates    | J200-pwc-1012 Voucher Corrections | Annual Meeting Gifts              |
| 10/12        | Kentucky State Treasurer | J200-pwc-1012 Voucher Corrections | Sales tax - Alison and Associates |

**Big Rivers Electric Corporation  
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(Including Account 913)  
For The Twelve Months Ended May 31, 2013  
Other Than Account 913**

| Month Booked | Vendor            | Invoice #                            | Description                             |
|--------------|-------------------|--------------------------------------|---|
| 10/12        | Doe Anderson      | 018608-00                            | Advertising/PR Services - Newspaper Ads |
| 10/12        | Doe Anderson      | J200-pwc-1012<br>Voucher Corrections | Advertising/PR Services - Newspaper Ads |
| 11/12        | Meade County RECC | 8738                                 | Energy Efficiency Ads                   |
| 11/12        | Meade County RECC | 8738                                 | Energy Efficiency Ads                   |
| 11/12        | Kenergy Corp      | 013064                               | Energy Efficiency Ads                   |
| 11/12        | Kenergy Corp      | 013064                               | Energy Efficiency Ads                   |

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| Month Booked | Vendor  | Invoice #                | Description                                   |
|--------------|---|--------------------------|---|
| 11/12        | Kenergy Corp  | 013064                   | Energy Efficiency Ads                         |
| 11/12        | Kenergy Corp  | 013064                   | Energy Efficiency Ads                         |
| 11/12        | Meade County RECC   | 8779                     | Energy Efficiency Ads                         |
| 11/12        | Corporate Payment<br>Systems-The Meade<br>County Messenger,<br>Inc. | 208807-413<br>ACKERMAN   | Letter to Public                              |
| 11/12        | Alison and Associates   | BR2347                   | Annual Meeting Gifts                          |
| 11/12        | Kentucky State<br>Treasurer   | 01-OCT-2012 09:19KY<br>U | Sales tax - Alison<br>and Associates          |
| 11/12        | Doe Anderson  | 018608-00                | Advertising/PR<br>Services -<br>Newspaper Ads |

**Big Rivers Electric Corporation  
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For The Twelve Months Ended May 31, 2013  
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| Month Booked | Vendor                      | Invoice #                               | Description  |
|--------------|-----------------------------|---|--|
| 11/12        | Alison and Associates       | REVJ200-pwc-1012<br>Voucher Corrections | Annual Meeting<br>Gifts                            |
| 11/12        | Kentucky State<br>Treasurer | REVJ200-pwc-1012<br>Voucher Corrections | Sales tax - Alison<br>and Associates               |
| 11/12        | Doe Anderson                | REVJ200-pwc-1012<br>Voucher Corrections | Advertising/PR<br>Services -<br>Newspaper Ads      |
| 11/12        | Kentucky State<br>Treasurer | 01-OCT-2012 09:19KY<br>U                | Sales tax - Alison<br>and Associates-<br>duplicate |
| 12/12        | Meade County RECC           | 8825                                    | Energy Efficiency<br>Ads                           |
| 12/12        | Kenergy Corp                | 013128                                  | Energy Efficiency<br>Ads                           |

**Big Rivers Electric Corporation  
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Other Than Account 913**

| Month Booked | Vendor            | Invoice #  | Description           |
|--------------|-------------------|------------|-----------------------|
| 12/12        | Kenergy Corp      | 013128     | Energy Efficiency Ads |
| 12/12        | Kenergy Corp      | 013128     | Energy Efficiency Ads |
| 12/12        | Meade County RECC | 8831       | Energy Efficiency Ads |
| 12/12        | Meade County RECC | 8831       | Energy Efficiency Ads |
| 12/12        | Meade County RECC | 8833       | Energy Efficiency Ads |
| 12/12        | Meade County RECC | 8823       | Energy Efficiency Ads |
| 12/12        | Meade County RECC | 8843       | Energy Efficiency Ads |
| 12/12        | Meade County RECC | 8985       | Energy Efficiency Ads |
| 12/12        | Meade County RECC | 8985       | Energy Efficiency Ads |
| 12/12        | Kenergy Corp      | 12/31/2012 | Energy Efficiency Ads |

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**Analysis of Advertising Expenses**  
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**For The Twelve Months Ended May 31, 2013**  
**Other Than Account 913**

| Month Booked | Vendor                   | Invoice #             | Description                        |
|--------------|--------------------------|-----------------------|------------------------------------|
| 12/12        | Kenergy Corp             | 12/31/2012            | Energy Efficiency Ads              |
| 12/12        | Kenergy Corp             | 12/31/2012            | Energy Efficiency Ads              |
| 12/12        | Kenergy Corp             | 12/12/12              | Energy Efficiency Ads              |
| 12/12        | Kenergy Corp             | 12/12/12              | Energy Efficiency Ads              |
| 12/12        | Kenergy Corp             | 12/12/12              | Energy Efficiency Ads              |
| 12/12        | Kentucky State Treasurer | 01-OCT-2012 09:19KY U | Sales tax - Alison and Associates- |
| 01/13        | Meade County RECC        | 8881                  | Energy Efficiency Ads              |
| 01/13        | Meade County RECC        | 8881                  | Energy Efficiency Ads              |
| 02/13        | Meade County RECC        | 8930                  | Energy Efficiency Ads              |

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Other Than Account 913**

| Month Booked | Vendor            | Invoice # | Description           |
|--------------|-------------------|-----------|-----------------------|
| 02/13        | Meade County RECC | 8985      | Energy Efficiency Ads |
| 02/13        | Meade County RECC | 8985      | Energy Efficiency Ads |
| 03/13        | Meade County RECC | 8985      | Energy Efficiency Ads |
| 03/13        | Meade County RECC | 8985      | Energy Efficiency Ads |
| 03/13        | Meade County RECC | 8983      | Energy Efficiency Ads |
| 03/13        | Meade County RECC | 8983      | Energy Efficiency Ads |
| 04/13        | Meade County RECC | 8983      | Energy Efficiency Ads |
| 04/13        | Meade County RECC | 8983      | Energy Efficiency Ads |
| 04/13        | Kenergy Corp      | 000135    | Energy Efficiency Ads |

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Other Than Account 913**

| Month Booked | Vendor            | Invoice # | Description           |
|--------------|-------------------|-----------|-----------------------|
| 04/13        | Meade County RECC | 9036      | Energy Efficiency Ads |
| 04/13        | Meade County RECC | 9036      | Energy Efficiency Ads |
| 04/13        | Meade County RECC | 9036      | Energy Efficiency Ads |
| 04/13        | Meade County RECC | 8983      | Energy Efficiency Ads |
| 04/13        | Meade County RECC | 8983      | Energy Efficiency Ads |
| 05/13        | Kenergy Corp      | 000145    | Energy Efficiency Ads |
| 05/13        | Kenergy Corp      | 000145    | Energy Efficiency Ads |
| 05/13        | Meade County RECC | 9082      | Energy Efficiency Ads |
| 05/13        | Meade County RECC | 9082      | Energy Efficiency Ads |

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

| <b>Schedule 12</b> |  |                       |
|--------------------|--|-----------------------|
| <b>Line No.</b>    | <b>Item<br/>(a)</b>                        | <b>Amount<br/>(b)</b> |
| 1                  | Industry Association Dues                  | \$ 686,886            |
| 2                  | Stockholder and Debt Servicing Expenses    | \$ 467,272            |
| 3                  | Institutional Advertising                  | \$ 167,661            |
| 4                  | Conservation Advertising                   | \$ -                  |
| 5                  | Rate Department Load Studies               | \$ -                  |
| 6                  | Director's Fees and Expenses               | \$ 183,745            |
| 7                  | Dues and Subscriptions                     | \$ -                  |
| 8                  | Miscellaneous                              | \$ 574,630            |
| 9                  | Total                                      | \$ 2,080,194          |
| 10                 | Amount Assigned to Kentucky Jurisdictional | 2,080,194             |

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**Attachment for Response for PSC 1-47(b)**

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**Big Rivers Electric Corporation**  
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**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For the Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Summary**

(Gross of City Share)

|        | Misc-General           |                              |                       |                |                |
|--------|------------------------|------------------------------|-----------------------|----------------|----------------|
|        | Industry Assoc<br>Dues | Directors Fees<br>& Expenses | Plant Property<br>Tax | Misc-Insurance | Bank Services  |
| Jun-12 | \$ 426,626.00          | \$ 12,521.00                 | \$ 51,415.00          | \$ 3,283.00    | \$ 47,466.00   |
| Jul-12 | \$ 4,383.00            | \$ 21,544.00                 | \$ 35,722.00          | \$ 3,272.00    | \$ 53,799.00   |
| Aug-12 | \$ 4,383.00            | \$ 14,330.00                 | \$ 35,722.00          | \$ 3,272.00    | \$ 51,688.00   |
| Sep-12 | \$ 69,183.00           | \$ 13,013.00                 | \$ 35,722.00          | \$ 3,272.00    | \$ 46,921.00   |
| Oct-12 | \$ 30,783.00           | \$ 22,668.00                 | \$ 35,722.00          | \$ 3,272.00    | \$ (15,500.00) |
| Nov-12 | \$ 4,383.00            | \$ 14,828.00                 | \$ 35,722.00          | \$ 3,272.00    | \$ 32,110.00   |
| Dec-12 | \$ 26,000.00           | \$ 22,118.00                 | \$ 40,703.00          | \$ 3,272.00    | \$ 34,028.00   |
| Jan-13 | \$ 18,742.00           | \$ 9,086.00                  | \$ 45,812.00          | \$ 3,599.00    | \$ 4,371.00    |
| Feb-13 | \$ 71,177.00           | \$ 19,360.00                 | \$ 45,518.00          | \$ 3,857.00    | \$ 20,576.00   |
| Mar-13 | \$ 6,242.00            | \$ 11,613.00                 | \$ 45,812.00          | \$ 3,596.00    | \$ 77,909.00   |
| Apr-13 | \$ 18,742.00           | \$ 13,769.00                 | \$ 45,812.00          | \$ 3,596.00    | \$ 2,083.00    |
| May-13 | \$ 6,242.00            | \$ 8,895.00                  | \$ 45,812.00          | \$ 3,596.00    | \$ 111,821.00  |
| Total  | \$ 686,886.00          | \$ 183,745.00                | \$ 499,494.00         | \$ 41,159.00   | \$ 467,272.00  |

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**Attachment for Reponse for PSC 1-47b [Workpapers]**

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**Big Rivers Electric Corporation**  
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**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For the Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Summary**

|        | Misc         | Total           |
|--------|--------------|-----------------|
| Jun-12 | \$ 1,624.00  | \$ 542,935.00   |
| Jul-12 | \$ 2,093.00  | \$ 120,813.00   |
| Aug-12 | \$ 1,584.00  | \$ 110,979.00   |
| Sep-12 | \$ 1,703.00  | \$ 169,814.00   |
| Oct-12 | \$ 1,514.00  | \$ 78,459.00    |
| Nov-12 | \$ 1,724.00  | \$ 92,039.00    |
| Dec-12 | \$ 16,357.00 | \$ 142,478.00   |
| Jan-13 | \$ 1,449.00  | \$ 83,059.00    |
| Feb-13 | \$ 2,049.00  | \$ 162,537.00   |
| Mar-13 | \$ 1,188.00  | \$ 146,360.00   |
| Apr-13 | \$ 1,015.00  | \$ 85,017.00    |
| May-13 | \$ 1,677.00  | \$ 178,043.00   |
| Total  | \$ 33,977.00 | \$ 1,912,533.00 |

**Big Rivers Electric Corporation**  
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**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked               | Vendor                                 | Invoice #     | Amount     | Subtotal   |
|----------------------------|--|---------------|------------|------------|
| <b>Industry Assoc Dues</b> |  |               |            |            |
| 06/12                      | NERC                                   | 14168         | 64,799.87  |            |
| 06/12                      | NRECA                                  | 851082        | 357,443.00 |            |
| 06/12                      | National Renewables Coop Org           | 12/2103-IN    | 4,383.33   | 426,626.20 |
| 07/12                      | National Renewables Coop Org           | 12/2128-IN    | 4,383.33   | 4,383.33   |
| 08/12                      | National Renewables Coop Org           | 12/2154-IN    | 4,383.33   | 4,383.33   |
| 09/12                      | NERC                                   | 14554         | 64,799.87  |            |
| 09/12                      | National Renewables Coop Org           | 12/2179-IN    | 4,383.33   | 69,183.20  |
| 10/12                      | Kentucky Association of Electric Coops | 11500096      | 12,500.00  |            |
| 10/12                      | National Renewables Coop Org           | 12/2204-IN    | 4,383.33   |            |
| 10/12                      | Kentucky Association of Electric Coops | J200-pwc-1012 | 12,500.00  |            |
| 10/12                      | Paducah Chamber                        | J200-pwc-1012 | 1,100.00   | 30,483.33  |
| 11/12                      | Kentucky Association of Electric Coops | 11494506      | 12,500.00  |            |
| 11/12                      | National Renewables Coop Org           | 12-2229-IN    | 4,383.33   |            |
| 11/12                      | Northwest Kentucky                     | 001162        | 300.00     |            |

**Big Rivers Electric Corporation**  
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**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor                                 | Invoice #        | Amount      | Subtotal  |
|--------------|--|------------------|-------------|-----------|
| 11/12        | Paducah Chamber                        | 11650            | 1,100.00    |           |
| 11/12        | Kentucky Association of Electric Coops | REVJ200-pwc-1012 | (12,500.00) |           |
| 11/12        | Paducah Chamber                        | REVJ200-pwc-1012 | (1,100.00)  | 4,683.33  |
| 12/12        | NERC                                   | 15054            | 64,284.70   |           |
| 12/12        | National Renewables Coop Org           | 13/2257-IN       | 6,241.67    |           |
| 12/12        | NRECA                                  | J205-pwc-1212    | (44,526.30) | 26,000.07 |
| 01/13        | NRECA                                  | 851082           | (44,526.30) |           |
| 01/13        | Kentucky Association of Electric Coops | 11504600         | 12,500.00   |           |
| 01/13        | National Renewables Coop Org           | 13/2283-IN       | 6,241.67    |           |
| 01/13        | NRECA                                  | REVJ205-pwc-1212 | 44,526.30   | 18,741.67 |
| 02/13        | NERC                                   | 15567            | 64,284.70   |           |
| 02/13        | National G&T Managers Assoc            | 80161            | 650.00      |           |
| 02/13        | National Renewables Coop Org           | 13/2323-IN       | 6,241.67    | 71,176.37 |
| 03/13        | National Renewables Coop Org           | 13/2348--IN      | 6,241.67    | 6,241.67  |
| 04/13        | Kentucky Association of Electric Coops | 11508852         | 12,500.00   |           |
| 04/13        | National Renewables Coop Org           | 13/2373-IN       | 6,241.67    | 18,741.67 |
| 05/13        | National Renewables Coop Org           | 13/2398-IN       | 6,241.67    | 6,241.67  |

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**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month<br>Booked                      | Vendor                    | Invoice #           | Amount   | Subtotal  |
|--------------------------------------|---------------------------|---------------------|----------|-----------|
| <b>Directors Fees &amp; Expenses</b> |                           |                     |          |           |
| 06/12                                | Bearden, Lee              | Board Meeting J     | 1,670.92 |           |
| 06/12                                | Elder, Larry F            | Board Meeting J     | 3,137.53 |           |
| 06/12                                | Elliott, Wayne            | Board Meeting J     | 3,682.37 |           |
| 06/12                                | Sills/Dr James            | Eoard Meeting J     | 1,737.85 |           |
| 06/12                                | Butler, Paul Edd          | Board Meeting J     | 1,563.21 |           |
| 06/12                                | Gene's Restaurant         | 272322              | 64.78    |           |
| 06/12                                | Accrual-Denton            | J230-kec-0612       | 663.90   | 12,520.56 |
| 07/12                                | Bill Denton               | Board Meeting J     | 3,350.00 |           |
| 07/12                                | Bearden, Lee              | Board Meeting J     | 2,944.66 |           |
| 07/12                                | Elder, Larry F            | Board Meeting J     | 3,289.29 |           |
| 07/12                                | Elliott, Wayne            | Board Meeting J     | 3,498.26 |           |
| 07/12                                | Sills/Dr James            | Board Meeting J     | 3,615.55 |           |
| 07/12                                | Corporate Payment Systems | Board Meeting J     | 2,763.21 |           |
| 07/12                                | Corporate Payment Systems | 208807-279 Mitchell | 415.00   |           |
| 07/12                                | Corporate Payment Systems | 208807-Butler 5     | 110.24   |           |

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**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor                    | Invoice #        | Amount   | Subtotal  |
|--------------|---------------------------|------------------|----------|-----------|
| 07/12        | Corporate Payment Systems | 208807-Butler 6  | (224.89) |           |
| 07/12        | Corporate Payment Systems | 208807-Elder 6   | 483.39   |           |
| 07/12        | Corporate Payment Systems | 208807-Sills 5/  | 110.24   |           |
| 07/12        | Corporate Payment Systems | 208807-Sills 6/  | (224.89) |           |
| 07/12        | J and B Catering          | 7300             | 44.52    |           |
| 07/12        | Kentucky State Treasurer  | 01-AUG-2012 08:  | 2.67     |           |
| 07/12        | Accrual-Butler            | J231-kec-0712    | 530.24   |           |
| 07/12        | Accrual-Denton            | J231-kec-0712    | 970.00   |           |
| 07/12        | Accrual-Sills             | J231-kec-0712    | 530.24   |           |
| 07/12        | Reverse Accrual-Denton    | REVJ230-kec-0612 | (663.90) | 21,543.83 |
| 08/12        | Bill Denton               | Board Meeting A  | 3,558.97 |           |
| 08/12        | Bearden, Lee              | Board Meeting A  | 2,122.35 |           |
| 08/12        | Elder, Larry F            | Board Meeting A  | 2,103.87 |           |
| 08/12        | Elliott, Wayne            | Board Meeting A  | 2,296.59 |           |
| 08/12        | Sills/Dr James            | Board Meeting A  | 2,137.95 |           |
| 08/12        | Butler, Paul Edd          | Board Meeting A  | 1,963.21 |           |

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**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor                    | Invoice #           | Amount   | Subtotal  |
|--------------|---------------------------|---------------------|----------|-----------|
| 08/12        | Corporate Payment Systems | 208807-331 Mitchell | 7.33     |           |
| 08/12        | Corporate Payment Systems | 208807-Denton 7     | 970.00   |           |
| 08/12        | Gene's Restaurant         | 513520              | 81.10    |           |
| 08/12        | Gene's Restaurant         | 513537              | 58.42    |           |
| 08/12        | Accrual-Butler            | J231-kec-0812       | 530.24   |           |
| 08/12        | Accrual-Sills             | J231-kec-0812       | 530.24   |           |
| 08/12        | Reverse Accrual-Butler    | REVJ231-kec-0712    | (530.24) |           |
| 08/12        | Reverse Accrual-Denton    | REVJ231-kec-0712    | (970.00) |           |
| 08/12        | Reverse Accrual-Sills     | REVJ231-kec-0712    | (530.24) | 14,329.79 |
| 09/12        | Bill Denton               | Board Meeting S     | 1,888.88 |           |
| 09/12        | Bearden, Lee              | Board Meeting S     | 2,103.60 |           |
| 09/12        | Vescovi/Cindy             | Annual Dinner 0     | 295.27   |           |
| 09/12        | Elder, Larry F            | Board Meeting S     | 2,386.39 |           |
| 09/12        | Elliott, Wayne            | Board Meeting S     | 2,122.57 |           |
| 09/12        | Sills/Dr James            | Board Meeting S     | 2,246.73 |           |
| 09/12        | Butler, Paul Edd          | Board Meeting S     | 1,963.21 |           |

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**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor                    | Invoice #           | Amount   | Subtotal  |
|--------------|---------------------------|---------------------|----------|-----------|
| 09/12        | Corporate Payment Systems | 208807-367 Mitchell | 6.29     |           |
| 09/12        | Accrual-Butler            | J231-kec-0912       | 530.24   |           |
| 09/12        | Accrual-Sills             | J231-kec-0912       | 530.24   |           |
| 09/12        | Reverse Accrual-Butler    | REVJ231-kec-0812    | (530.24) |           |
| 09/12        | Reverse Accrual-Sills     | REVJ231-kec-0812    | (530.24) | 13,012.94 |
| 10/12        | Bill Denton               | Board Meeting O     | 4,212.90 |           |
| 10/12        | Bearden, Lee              | Board Meeting O     | 2,118.98 |           |
| 10/12        | Elder, Larry F            | Board Meeting O     | 2,785.56 |           |
| 10/12        | Elliott, Wayne            | Board Meeting O     | 4,399.99 |           |
| 10/12        | Sills/Dr James            | Board Meeting O     | 2,518.68 |           |
| 10/12        | Sills/Dr James            | NRECA Annual Me     | 1,317.20 |           |
| 10/12        | Butler, Paul Edd          | Board Meeting O     | 3,644.27 |           |
| 10/12        | Corporate Payment Systems | 208807-Butler 1     | 636.19   |           |
| 10/12        | Corporate Payment Systems | 208807-Butler 7     | 505.24   |           |
| 10/12        | Corporate Payment Systems | 208807-Butler 8     | 110.24   |           |
| 10/12        | Corporate Payment Systems | 208807-Butler 9     | 110.24   |           |

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**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor                    | Invoice #           | Amount   | Subtotal  |
|--------------|---------------------------|---------------------|----------|-----------|
| 10/12        | Corporate Payment Systems | 208807-Denton 7     | (25.00)  |           |
| 10/12        | Corporate Payment Systems | 208807-Sills 10     | 616.95   |           |
| 10/12        | Corporate Payment Systems | 208807-Sills 7/     | 505.24   |           |
| 10/12        | Corporate Payment Systems | 208807-Sills 8/     | 110.24   |           |
| 10/12        | Corporate Payment Systems | 208807-Sills 9/     | 110.24   |           |
| 10/12        | J and B Catering          | 7806                | 51.51    |           |
| 10/12        | Reverse Accrual-Butler    | REVJ231-kec-0912    | (530.24) |           |
| 10/12        | Reverse Accrual-Sills     | REVJ231-kec-0912    | (530.24) | 22,668.19 |
| 11/12        | NRECA                     | 868116-1            | 20.00    |           |
| 11/12        | Bill Denton               | Board Meeting N     | 2,543.46 |           |
| 11/12        | Bearden, Lee              | Board Meeting N     | 1,704.71 |           |
| 11/12        | Elder, Larry F            | Board Meeting N     | 1,577.23 |           |
| 11/12        | Elliott, Wayne            | Board Meeting N     | 1,707.82 |           |
| 11/12        | Sills/Dr James            | Board Meeting N     | 1,737.85 |           |
| 11/12        | Butler, Paul Edd          | Board Meeting N     | 1,479.95 |           |
| 11/12        | Corporate Payment Systems | 208807-485 Mitchell | 648.01   |           |

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| Month Booked | Vendor                    | Invoice #       | Amount   | Subtotal  |
|--------------|---------------------------|-----------------|----------|-----------|
| 11/12        | J and B Catering          | 7827            | 58.51    |           |
| 11/12        | Accrual-Bearden           | J230-kec-1112   | 660.00   |           |
| 11/12        | Accrual-Butler            | J230-kec-1112   | 750.24   |           |
| 11/12        | Accrual-Denton            | J230-kec-1112   | 1,170.00 |           |
| 11/12        | Accrual-Sills             | J230-kec-1112   | 770.24   | 14,828.02 |
| 12/12        | Bill Denton               | Board Meeting D | 1,283.88 |           |
| 12/12        | Bill Denton               | KAEC Meeting No | 2,766.62 |           |
| 12/12        | Bearden, Lee              | Board Meeting/K | 3,066.56 |           |
| 12/12        | Elder, Larry F            | Board Meeting/K | 2,576.35 |           |
| 12/12        | Elliott, Wayne            | Board Meeting/K | 3,753.61 |           |
| 12/12        | Sills/Dr James            | Board Meeting D | 1,648.09 |           |
| 12/12        | Sills/Dr James            | KAEC Meeting De | 1,072.15 |           |
| 12/12        | Butler, Paul Edd          | Board Meeting/K | 2,446.47 |           |
| 12/12        | Corporate Payment Systems | 208807-Bearden  | 660.00   |           |
| 12/12        | Corporate Payment Systems | 208807-Butler 1 | 750.24   |           |
| 12/12        | Corporate Payment Systems | 208807-Denton 1 | 1,170.00 |           |

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**(Gross of City Share)**

| Month Booked | Vendor                             | Invoice #        | Amount     | Subtotal  |
|--------------|------------------------------------|------------------|------------|-----------|
| 12/12        | Corporate Payment Systems          | 208807-Sills 11  | 770.24     |           |
| 12/12        | J and B Catering                   | 7967             | 76.32      |           |
| 12/12        | Kentucky Assoc of Electrical Coops | 11502750         | 708.00     |           |
| 12/12        | Kentucky Assoc of Electrical Coops | 11503007         | 990.00     |           |
| 12/12        | Accrual-Bearden                    | J230-kec-1212    | 550.00     |           |
| 12/12        | Accrual-Butler                     | J230-kec-1212    | 429.82     |           |
| 12/12        | Accrual-Elder                      | J230-kec-1212    | 300.20     |           |
| 12/12        | Accrual-Mitchell                   | J230-kec-1212    | 10.85      |           |
| 12/12        | Accrual-Sills                      | J230-kec-1212    | 439.28     |           |
| 12/12        | Accrual-Bearden                    | REVJ230-kec-1112 | (660.00)   |           |
| 12/12        | Accrual-Butler                     | REVJ230-kec-1112 | (750.24)   |           |
| 12/12        | Accrual-Denton                     | REVJ230-kec-1112 | (1,170.00) |           |
| 12/12        | Accrual-Sills                      | REVJ230-kec-1112 | (770.24)   | 22,118.20 |
| 01/13        | Bill Denton                        | Board Meeting J  | 1,488.43   |           |
| 01/13        | Bearden, Lee                       | Board Meeting J  | 1,506.22   |           |
| 01/13        | Elder, Larry F                     | Board Meeting J  | 1,378.19   |           |

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| Month Booked | Vendor                    | Invoice #          | Amount   | Subtotal |
|--------------|---------------------------|--------------------|----------|----------|
| 01/13        | Elliott, Wayne            | Board Meeting J    | 1,510.72 |          |
| 01/13        | Sills/Dr James            | Board Meeting J    | 1,539.65 |          |
| 01/13        | Butler, Paul Edd          | Board Meeting J    | 1,364.71 |          |
| 01/13        | Corporate Payment Systems | 216046-44 Mitchell | 12.74    |          |
| 01/13        | Corporate Payment Systems | 216046-5 Mitchell  | 10.85    |          |
| 01/13        | Corporate Payment Systems | 216046-Bearden     | 550.00   |          |
| 01/13        | Corporate Payment Systems | 216046-Butler 1    | 540.06   |          |
| 01/13        | Corporate Payment Systems | 216046-Elder 12    | 300.20   |          |
| 01/13        | Corporate Payment Systems | 216046-Sills 1/    | 110.24   |          |
| 01/13        | Corporate Payment Systems | 216046-Sills 12    | 439.28   |          |
| 01/13        | Gene's Restaurant         | 272273             | 64.87    |          |
| 01/13        | Accrual-Bearden           | REVJ230-kec-1212   | (550.00) |          |
| 01/13        | Accrual-Butler            | REVJ230-kec-1212   | (429.82) |          |
| 01/13        | Accrual-Elder             | REVJ230-kec-1212   | (300.20) |          |
| 01/13        | Accrual-Mitchell          | REVJ230-kec-1212   | (10.85)  |          |
| 01/13        | Accrual-Sills             | REVJ230-kec-1212   | (439.28) | 9,086.01 |

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**(Gross of City Share)**

| Month Booked | Vendor                    | Invoice #       | Amount   | Subtotal  |
|--------------|---------------------------|-----------------|----------|-----------|
| 02/13        | Bearden, Lee              | Board Meeting F | 5,945.36 |           |
| 02/13        | Elder, Larry F            | Board Meeting F | 1,380.17 |           |
| 02/13        | Elliott, Wayne            | Board Meeting F | 4,903.81 |           |
| 02/13        | Corporate Payment Systems | 216046-Sills 02 | 110.24   |           |
| 02/13        | Accrual-Butler            | J230-kec-0213   | 3,728.45 |           |
| 02/13        | Accrual-Sills             | J230-kec-0213   | 3,256.31 |           |
| 02/13        | Accrual-J and B Catering  | J230-kec-0213   | 35.88    | 19,360.22 |
| 03/13        | Bill Denton               | Board Meeting F | 1,290.69 |           |
| 03/13        | Bearden, Lee              | Board Meeting M | 1,444.71 |           |
| 03/13        | Elder, Larry F            | Board Meeting M | 1,384.17 |           |
| 03/13        | Elliott, Wayne            | Board Meeting M | 1,510.72 |           |
| 03/13        | Sills/Dr James            | Board Meeting F | 1,665.08 |           |
| 03/13        | Sills/Dr James            | Board Meeting M | 1,437.95 |           |
| 03/13        | Sills/Dr James            | NRECA Annual Me | 2,063.37 |           |
| 03/13        | Butler, Paul Edd          | Board Meeting M | 1,364.71 |           |
| 03/13        | Butler, Paul Edd          | NRECA Annual Mt | 3,256.31 |           |

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**(Gross of City Share)**

| Month Booked | Vendor                    | Invoice #           | Amount     | Subtotal  |
|--------------|---------------------------|---------------------|------------|-----------|
| 03/13        | Corporate Payment Systems | 216046-131 Mitchell | 74.04      |           |
| 03/13        | Corporate Payment Systems | 216046-Bearden      | (375.00)   |           |
| 03/13        | Corporate Payment Systems | 216046-Butler 3     | 878.98     |           |
| 03/13        | Corporate Payment Systems | 216046-Sills 3/     | 1,011.90   |           |
| 03/13        | J and B Catering          | 6847                | 35.88      |           |
| 03/13        | Meade County RECC         | 8982                | 299.34     |           |
| 03/13        | Accrual-Denton            | J230-kec-0313       | 1,290.69   |           |
| 03/13        | Accrual-Butler            | REVJ230-kec-0213    | (3,728.45) |           |
| 03/13        | Accrual-Sills             | REVJ230-kec-0213    | (3,256.31) |           |
| 03/13        | Accrual-J and B Catering  | REVJ230-kec-0213    | (35.88)    | 11,612.90 |
| 04/13        | Bill Denton               | Board Meeting A     | 2,305.38   |           |
| 04/13        | Bill Denton               | Board Meeting M     | 1,290.69   |           |
| 04/13        | Bearden, Lee              | Board Meeting A     | 2,024.04   |           |
| 04/13        | Elder, Larry F            | Board Meeting A     | 2,516.03   |           |
| 04/13        | Elliott, Wayne            | Board Meeting A     | 2,281.73   |           |
| 04/13        | Sills/Dr James            | Board Meeting A     | 2,341.35   |           |

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| Month Booked | Vendor                    | Invoice #           | Amount     | Subtotal  |
|--------------|---------------------------|---------------------|------------|-----------|
| 04/13        | Butler, Paul Edd          | Board Meeting A     | 2,079.95   |           |
| 04/13        | Corporate Payment Systems | 216046-Butler 4     | 110.24     |           |
| 04/13        | Corporate Payment Systems | 216046-Sills 4/     | 110.24     |           |
| 04/13        | Accrual-Denton            | REVJ230-kec-0313    | (1,290.69) | 13,768.96 |
| 05/13        | Bill Denton               | Board Meeting M     | 1,288.43   |           |
| 05/13        | Bearden, Lee              | Board Meeting M     | 1,489.27   |           |
| 05/13        | Elder, Larry F            | Board Meeting M     | 1,379.19   |           |
| 05/13        | Elliott, Wayne            | Board Meeting M     | 1,524.22   |           |
| 05/13        | Sills/Dr James            | Board Meeting M     | 1,539.65   |           |
| 05/13        | Butler, Paul Edd          | Board Meeting M     | 1,364.71   |           |
| 05/13        | Corporate Payment Systems | 216046-232 Mitchell | 50.82      |           |
| 05/13        | Corporate Payment Systems | 216046-Butler 3     | (18.64)    |           |
| 05/13        | Corporate Payment Systems | 216046-Butler 5     | 110.24     |           |
| 05/13        | Corporate Payment Systems | 216046-Sills 5/     | 110.24     |           |
| 05/13        | J and B Catering          | 8715                | 57.24      | 8,895.37  |

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**(Gross of City Share)**

| Month Booked                      | Vendor              | Invoice #      | Amount    | Subtotal  |
|-----------------------------------|---------------------|----------------|-----------|-----------|
| <b>General Plant Property Tax</b> |                     |                |           |           |
| 06/12                             | Accrue Property Tax | J591-sjs-06/12 | 51,415.00 | 51,415.00 |
| 07/12                             | Accrue Property Tax | J591-sjs-07/12 | 35,722.00 | 35,722.00 |
| 08/12                             | Accrue Property Tax | J591-sjs-08/12 | 35,722.00 | 35,722.00 |
| 09/12                             | Accrue Property Tax | J591-sjs-09/12 | 35,722.00 | 35,722.00 |
| 10/12                             | Accrue Property Tax | J591-sjs-10/12 | 35,722.00 | 35,722.00 |
| 11/12                             | Accrue Property Tax | J591-sjs-11/12 | 35,722.00 | 35,722.00 |
| 12/12                             | Accrue Property Tax | J591-SJS-1212  | 40,702.68 | 40,702.68 |
| 01/13                             | Accrue Property Tax | J591-SJS-0113  | 45,812.00 | 45,812.00 |
| 02/13                             | Accrue Property Tax | J591-SJS-0213  | 45,517.87 | 45,517.87 |
| 03/13                             | Accrue Property Tax | J590-SJS-0313  | 45,812.00 | 45,812.00 |
| 04/13                             | Accrue Property Tax | J591-SJS-0413  | 45,812.00 | 45,812.00 |
| 05/13                             | Accrue Property Tax | J591-SJS-0513  | 45,812.00 | 45,812.00 |
| <b>Insurance</b>                  |                     |                |           |           |
| 06/12                             | Insurance Write-Off | J600-cad-0612  | 3,282.31  | 3,282.31  |

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| Month Booked         | Vendor              | Invoice #     | Amount    | Subtotal |
|----------------------|---------------------|---------------|-----------|----------|
| 07/12                | Insurance Write-Off | J600-cad-0712 | 3,272.27  | 3,272.27 |
| 08/12                | Insurance Write-Off | J600-cad-0812 | 3,272.27  | 3,272.27 |
| 09/12                | Insurance Write-Off | J600-cad-0912 | 3,272.27  | 3,272.27 |
| 10/12                | Insurance Write-Off | J600-cad-1012 | 3,272.27  | 3,272.27 |
| 11/12                | Insurance Write-Off | J600-cad-1112 | 3,272.27  | 3,272.27 |
| 12/12                | Insurance Write-Off | J600-cad-1212 | 3,272.27  | 3,272.27 |
| 01/13                | Insurance Write-Off | J600-cad-0113 | 3,599.07  | 3,599.07 |
| 02/13                | Insurance Write-Off | J600-cad-0213 | 3,856.65  | 3,856.65 |
| 03/13                | Insurance Write-Off | J600-cad-0313 | 3,596.07  | 3,596.07 |
| 04/13                | Insurance Write-Off | J600-cad-0413 | 3,596.07  | 3,596.07 |
| 05/13                | Insurance Write-Off | J600-cad-0513 | 3,596.07  | 3,596.07 |
| <b>Bank Services</b> |                     |               |           |          |
| 06/12                | NRUCFC              | 2012030549    | 2,176.88  |          |
| 06/12                | NRUCFC              | 2012030550    | 6,261.00  |          |
| 06/12                | Fitch               | 7119010557    | 30,000.00 |          |

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| Month Booked | Vendor            | Invoice #       | Amount    | Subtotal  |
|--------------|-------------------|-----------------|-----------|-----------|
| 06/12        | Amortize LOC Fees | J290-dav-0612   | 9,027.77  | 47,465.65 |
| 07/12        | CoBank            | 12772           | 9,938.54  |           |
| 07/12        | CoBank            | 159661          | 34,756.95 |           |
| 07/12        | U.S. Bank         | 3158883         | 2,500.00  |           |
| 07/12        | Amortize LOC Fees | J290-dav-0712   | 5,667.71  |           |
| 07/12        | Amortize LOC Fees | J291-dav-0712   | 935.48    | 53,798.68 |
| 08/12        | NRUCFC            | 001160          | 2,915.07  |           |
| 08/12        | NRUCFC            | 2012030656      | 5,000.00  |           |
| 08/12        | NRUCFC            | 2012030672      | 1,632.66  |           |
| 08/12        | NRUCFC            | 2012030673      | 4,695.75  |           |
| 08/12        | NRUCFC            | KY062-5102 6/1/ | 25,068.49 |           |
| 08/12        | U.S. Bank         | 3181506         | 2,000.00  |           |
| 08/12        | Amortize LOC Fees | J290-dav-0812   | 10,376.06 | 51,688.03 |
| 09/12        | CoBank            | 12930           | 22,569.44 |           |
| 09/12        | U.S. Bank         | 3200287         | 9,913.58  |           |
| 09/12        | U.S. Bank         | 3205818         | 4,000.00  |           |

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| Month Booked | Vendor               | Invoice #       | Amount      | Subtotal    |
|--------------|----------------------|-----------------|-------------|-------------|
| 09/12        | Amortize LOC Fees    | J290-dav-0912   | 10,438.41   | 46,921.43   |
| 10/12        | Amortize LOC Fees    | J290-dav-1012   | 2,083.33    |             |
| 10/12        | Amortize LOC Fees    | J830-dav-1012   | (17,583.29) | (15,499.96) |
| 11/12        | NRUCFC               | 2012030758      | 5,000.00    |             |
| 11/12        | NRUCFC               | 2012030769      | 1,632.66    |             |
| 11/12        | NRUCFC               | 2012030770      | 4,695.75    |             |
| 11/12        | NRUCFC               | KY062-5102      | 18,698.63   |             |
| 11/12        | Amortize LOC Fees    | J290-dav-1112   | 2,083.33    | 32,110.37   |
| 12/12        | CoBank               | 13189           | 31,944.45   |             |
| 12/12        | Amortize LOC Fees    | J290-dav-1212   | 2,083.33    | 34,027.78   |
| 01/13        | Letter of Credit Fee | J020-dav-0113   | 2,287.50    |             |
| 01/13        | Amortize LOC Fees    | J290-dav-0113   | 2,083.33    | 4,370.83    |
| 02/13        | NRUCFC               | 13375           | 18,493.15   |             |
| 02/13        | Amortize LOC Fees    | J290-dav-0213   | 2,083.33    | 20,576.48   |
| 03/13        | CoBank               | A/C 00050949 MA | 54,583.33   |             |
| 03/13        | NRUCFC               | 2013030889      | 5,000.00    |             |

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**Big Rivers Electric Corporation**  
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**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor            | Invoice #     | Amount    | Subtotal  |
|--------------|-------------------|---------------|-----------|-----------|
| 03/13        | NRUCFC            | 2013030904    | 1,632.66  |           |
| 03/13        | NRUCFC            | 2013030905    | 4,695.75  |           |
| 03/13        | US Bank           | 3336955       | 9,913.58  |           |
| 03/13        | Amortize LOC Fees | J290-dav-0313 | 2,083.33  | 77,908.65 |
| 04/13        | Amortize LOC Fees | J290-dav-0413 | 2,083.33  | 2,083.33  |
| 05/13        | CoBank            | 13594         | 45,000.00 |           |
| 05/13        | NRUCFC            | 13568         | 18,904.11 |           |
| 05/13        | NRUCFC            | 2013030985    | 9,375.00  |           |
| 05/13        | NRUCFC            | 2013030995    | 1,632.66  |           |
| 05/13        | NRUCFC            | 2013030996    | 4,695.75  |           |



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**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked      | Vendor                        | Invoice #           | Amount    | Subtotal   |
|-------------------|-------------------------------|---------------------|-----------|------------|
| 05/13             | US Bank                       | 3380777             | 130.00    |            |
| 05/13             | Standard & Poors              | 10318057            | 30,000.00 |            |
| 05/13             | Amortize LOC Fees             | J290-dav-0513       | 2,083.33  | 111,820.85 |
| <b>Misc Taxes</b> |                               |                     |           |            |
| 01/13             | Kentucky State Treasurer      | 106617716           | 10.00     | 10.00      |
| <b>Misc</b>       |                               |                     |           |            |
| 06/12             | BREC's share of HMPL Expenses | J650-dav-0612       | 1,624.42  | 1,624.42   |
| 07/12             | Corporate Payment Systems     | 208809-87 Taul      | 508.50    |            |
| 07/12             | BREC's share of HMPL Expenses | J650-dav-0712       | 1,584.21  | 2,092.71   |
| 08/12             | BREC's share of HMPL Expenses | J650-dav-0812       | 1,584.21  | 1,584.21   |
| 09/12             | Corporate Payment Systems     | 208810-100 Berry    | 76.07     |            |
| 09/12             | Corporate Payment Systems     | 208810-98 Prather   | 42.44     |            |
| 09/12             | BREC's share of HMPL Expenses | J650-dav-0912       | 1,584.21  | 1,702.72   |
| 10/12             | Corporate Payment Systems     | 208810-107 Phillips | 79.84     |            |

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**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor                        | Invoice #         | Amount     | Subtotal |
|--------------|-------------------------------|-------------------|------------|----------|
| 10/12        | Corporate Payment Systems     | J200-pwc-1012     | (150.00)   |          |
| 10/12        | BREC's share of HMPL Expenses | J650-dav-1012     | 1,584.21   | 1,514.05 |
| 11/12        | Corporate Payment Systems     | 208807-203 Warren | (150.00)   |          |
| 11/12        | Corporate Payment Systems     | REVJ200-pwc-1012  | 150.00     |          |
| 11/12        | Progress Commercial Printing  | J830-pwc-1112     | 105.81     |          |
| 11/12        | BREC's share of HMPL Expenses | J650-dav-1112     | 1,618.46   | 1,724.27 |
| 12/12        | ABB Inc                       | 7101693481        | 15,240.00  |          |
| 12/12        | Consolidated Electric         | 531601            | 4,500.00   |          |
| 12/12        | Consolidated Electric         | 531602            | 4,500.00   |          |
| 12/12        | Digital Connect               | 16388             | 1,773.96   |          |
| 12/12        | Kentucky State Treasurer      | 02-JAN-2013 08:   | 106.44     |          |
| 12/12        | Kentucky State Treasurer      | 02-JAN-2013 08:   | 270.00     |          |
| 12/12        | Consolidated Electric         | J203-pwc-1212     | (4,500.00) |          |
| 12/12        | Consolidated Electric         | J203-pwc-1212     | (4,500.00) |          |
| 12/12        | Corporate Payment Systems     | J203-pwc-1212     | (62.98)    |          |
| 12/12        | Corporate Payment Systems     | J203-pwc-1212     | (76.07)    |          |

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**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor                        | Invoice #            | Amount     | Subtotal  |
|--------------|-------------------------------|----------------------|------------|-----------|
| 12/12        | Corporate Payment Systems     | J203-pwc-1212        | (58.30)    |           |
| 12/12        | Corporate Payment Systems     | J203-pwc-1212        | (58.30)    |           |
| 12/12        | Corporate Payment Systems     | J203-pwc-1212        | (42.44)    |           |
| 12/12        | Corporate Payment Systems     | J203-pwc-1212        | (508.50)   |           |
| 12/12        | Kentucky State Treasurer      | J203-pwc-1212        | (145.61)   |           |
| 12/12        | Logicube                      | J203-pwc-1212        | (2,426.82) |           |
| 12/12        | Corporate Payment Systems     | J242-dhr-1212        | 75.59      |           |
| 12/12        | Kentucky State Treasurer      | J830-pwc-1212        | 6.60       |           |
| 12/12        | Kentucky State Treasurer      | J830-pwc-1212        | 644.40     |           |
| 12/12        | BREC's share of HMPL Expenses | J650-dav-1212        | 1,618.46   | 16,356.43 |
| 01/13        | Logicube                      | 0133558-IN           | (2,426.82) |           |
| 01/13        | Consolidated Electric         | 531601               | (4,500.00) |           |
| 01/13        | Consolidated Electric         | 531602               | (4,500.00) |           |
| 01/13        | Corporate Payment Systems     | 208809-87 Taul       | (508.50)   |           |
| 01/13        | Corporate Payment Systems     | 216049-8 Berry       | 26.75      |           |
| 01/13        | Corporate Payment Systems     | 208807-39 Clevidence | (58.30)    |           |

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**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor                    | Invoice #           | Amount   | Subtotal |
|--------------|---------------------------|---------------------|----------|----------|
| 01/13        | Corporate Payment Systems | 208810-100 Berry    | (76.07)  |          |
| 01/13        | Corporate Payment Systems | 208810-107 Phillips | (79.84)  |          |
| 01/13        | Corporate Payment Systems | 208810-20 Berry     | (62.98)  |          |
| 01/13        | Corporate Payment Systems | 208810-98 Prather   | (42.44)  |          |
| 01/13        | Corporate Payment Systems | 216049-2 Prather    | 75.59    |          |
| 01/13        | Corporate Payment Systems | 216049-7 Prather    | 435.61   |          |
| 01/13        | Kentucky State Treasurer  | 01-May-2012 09:     | (145.61) |          |
| 01/13        | Kentucky State Treasurer  | 31-Jan-2013 08:     | (145.61) |          |
| 01/13        | Kentucky State Treasurer  | 31-Jan-2013 08:     | (540.00) |          |
| 01/13        | Corporate Payment Systems | J201-pwc-0113       | (75.59)  |          |
| 01/13        | Corporate Payment Systems | J201-pwc-0113       | (26.75)  |          |
| 01/13        | Corporate Payment Systems | J201-pwc-0113       | (328.57) |          |
| 01/13        | Corporate Payment Systems | J231-kec-0113       | 496.07   |          |
| 01/13        | Consolidated Electric     | REVJ203-pwc-1212    | 4,500.00 |          |
| 01/13        | Consolidated Electric     | REVJ203-pwc-1212    | 4,500.00 |          |
| 01/13        | Corporate Payment Systems | REVJ203-pwc-1212    | 62.98    |          |

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**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor                        | Invoice #         | Amount   | Subtotal |
|--------------|-------------------------------|-------------------|----------|----------|
| 01/13        | Corporate Payment Systems     | REVJ203-pwc-1212  | 76.07    |          |
| 01/13        | Corporate Payment Systems     | REVJ203-pwc-1212  | 58.30    |          |
| 01/13        | Corporate Payment Systems     | REVJ203-pwc-1212  | 58.30    |          |
| 01/13        | Corporate Payment Systems     | REVJ203-pwc-1212  | 42.44    |          |
| 01/13        | Corporate Payment Systems     | REVJ203-pwc-1212  | 508.50   |          |
| 01/13        | Kentucky State Treasurer      | REVJ203-pwc-1212  | 145.61   |          |
| 01/13        | Logicube                      | REVJ203-pwc-1212  | 2,426.82 |          |
| 01/13        | Corporate Payment Systems     | REVJ242-dhr-1212  | (75.59)  |          |
| 01/13        | BREC's share of HMPL Expenses | J650-dav-0113     | 1,618.46 | 1,438.83 |
| 02/13        | Corporate Payment Systems     | 216049-9 Phillips | 496.07   |          |
| 02/13        | BREC's share of HMPL Expenses | J650-dav-0213     | 1,618.46 |          |
| 02/13        | Corporate Payment Systems     | REVJ201-pwc-0113  | 75.59    |          |
| 02/13        | Corporate Payment Systems     | REVJ201-pwc-0113  | 26.75    |          |
| 02/13        | Corporate Payment Systems     | REVJ201-pwc-0113  | 328.57   |          |
| 02/13        | Corporate Payment Systems     | REVJ231-kec-0113  | (496.07) | 2,049.37 |
| 03/13        | Corporate Payment Systems     | 216049-8 Berry    | (26.75)  |          |

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**Big Rivers Electric Corporation**  
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**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**  
**Account 930.2 Miscellaneous General Expenses Detail**  
**(Gross of City Share)**

| Month Booked | Vendor                        | Invoice #         | Amount       | Subtotal                   |
|--------------|-------------------------------|-------------------|--------------|----------------------------|
| 03/13        | Corporate Payment Systems     | 216049-2 Prather  | (404.16)     |                            |
| 03/13        | Corporate Payment Systems     | 216049-9 Phillips | -            |                            |
| 03/13        | BREC's share of HMPL Expenses | J650-dav-0313     | 1,618.46     | 1,187.55                   |
| 04/13        | Corporate Payment Systems     | 216049-7 Prather  | (107.04)     |                            |
| 04/13        | Corporate Payment Systems     | 216049-9 Phillips | (496.07)     |                            |
| 04/13        | BREC's share of HMPL Expenses | J650-dav-0413     | 1,618.46     | 1,015.35                   |
| 05/13        | Corporate Payment Systems     | 216049-52 Berry   | 58.39        |                            |
| 05/13        | BREC's share of HMPL Expenses | J650-dav-0513     | 1,618.46     | 1,676.85                   |
|              |                               |                   | <b>Total</b> | <u><u>1,912,533.12</u></u> |

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**Big Rivers Electric Corporation**  
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**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**  
**Account 930.1 General Advertising Expenses Summary**

|              | <b>Institutional<br/>Advertising</b> |  | <b>Miscellaneous</b> | <b>Total</b>         |
|--------------|--------------------------------------|--|----------------------|----------------------|
| Jun-12       | \$ 250.00                            |  | \$ -                 | \$ 250.00            |
| Jul-12       | \$ 8,265.00                          |  | \$ -                 | \$ 8,265.00          |
| Aug-12       | \$ 925.00                            |  | \$ -                 | \$ 925.00            |
| Sep-12       | \$ 530.00                            |  | \$ -                 | \$ 530.00            |
| Oct-12       | \$ 17,329.00                         |  | \$ 150.00            | \$ 17,479.00         |
| Nov-12       | \$ 233.00                            |  | \$ -                 | \$ 233.00            |
| Dec-12       | \$ 2,129.00                          |  | \$ (150.00)          | \$ 1,979.00          |
| Jan-13       | \$ 8,000.00                          |  | \$ -                 | \$ 8,000.00          |
| Feb-13       | \$ 121,500.00                        |  | \$ -                 | \$ 121,500.00        |
| Mar-13       | \$ 1,500.00                          |  | \$ -                 | \$ 1,500.00          |
| Apr-13       | \$ 7,000.00                          |  | \$ -                 | \$ 7,000.00          |
| May-13       | \$ -                                 |  | \$ -                 | \$ -                 |
| <b>Total</b> | <b>\$ 167,661.00</b>                 |  | <b>\$ -</b>          | <b>\$ 167,661.00</b> |

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**For The Twelve Months Ended May 31, 2013**

| Account No. 930.1 General Advertising Expenses Detail |                                  |                           |                                |                 |                              |
|---|----------------------------------|---------------------------|--------------------------------|-----------------|------------------------------|
| Month   |                                  |                           |                                |                 |                              |
| Booked Vendor   | Invoice #                        | GLAFF                     | Amount                         |                 |                              |
| 06/12   | DRAGON BOAT<br>FESTIVAL          | 009942                    | 10-0015-93010000-<br>0611-0000 | 250.00          | Institutional<br>Advertising |
|   |                                  |                           |                                | <u>250.00</u>   | 06/12                        |
| 07/12   | DOWNTOWN<br>HENDERSON PROJECT    | 23306                     | 10-0015-93010000-<br>0611-0000 | 250.00          | Institutional<br>Advertising |
| 07/12   | HENDERSON TOURIST<br>COMMISSION  | 24JUL12                   | 10-0015-93010000-<br>0611-0000 | 1,000.00        | Institutional<br>Advertising |
| 07/12   | NORTHWEST<br>KENTUCKY FORWARD    | 26                        | 10-0015-93010000-<br>0611-0000 | 7,000.00        | Institutional<br>Advertising |
| 07/12   | KENTUCKY STATE<br>TREASURER      | 01-AUG-2012<br>08:04K.Y U | 10-0015-93010000-<br>0611-0000 | 15.00           | Institutional<br>Advertising |
|   |                                  |                           |                                | <u>8,265.00</u> | 07/12                        |
| 08/12   | MARSHA'S PLACE                   | 001161                    | 10-0015-93010000-<br>0611-0000 | 200.00          | Institutional<br>Advertising |
| 08/12   | HENDERSON CHAMBER<br>OF COMMERCE | 12797                     | 10-0015-93010000-<br>0611-0000 | 50.00           | Institutional<br>Advertising |

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**For The Twelve Months Ended May 31, 2013**

| Account No. 930.1 General Advertising Expenses Detail |  |                       |                            |               |                           |
|---|--|-----------------------|----------------------------|---------------|---------------------------|
| Month   | Booked Vendor                            | Invoice #             | GLAFF                      | Amount        |                           |
| 08/12   | KENTUCKY DRAG BOAT ASSOC                 | 13AUG12               | 10-0015-93010000-0611-0000 | 500.00        | Institutional Advertising |
| 08/12   | SEBREE CHAMBER OF COMMERCE               | SPONSOR GOLF          | 10-0015-93010000-0611-0000 | 100.00        | Institutional Advertising |
| 08/12   | HENDERSON CITY LIONS CLUB                | AUG282012             | 10-0015-93010000-0611-0000 | 75.00         | Institutional Advertising |
|   |  |                       |                            | <u>925.00</u> | 08/12                     |
| 09/12   | KENERGY CORP                             | 12868                 | 10-0015-93010000-0611-0000 | 500.00        | Institutional Advertising |
| 09/12   | KENTUCKY STATE TREASURER                 | 01-OCT-2012 09:19KY U | 10-0015-93010000-0611-0000 | 30.00         | Institutional Advertising |
|   |  |                       |                            | <u>530.00</u> | 09/12                     |
| 10/12   | HABITAT FOR HUMANITY OF HENDERSON KY INC | 012933                | 10-0015-93010000-0611-0000 | 2,500.00      | Institutional Advertising |
| 10/12   | HENDERSON CHAMBER OF COMMERCE            | 012951                | 10-0015-93010000-0611-0000 | 125.00        | Institutional Advertising |

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**For The Twelve Months Ended May 31, 2013**

| Account No. 930.1 General Advertising Expenses Detail |                                   |   |                            |           |                           |
|---|-----------------------------------|---|----------------------------|-----------|---------------------------|
| Month   | Booked Vendor                     | Invoice #                               | GLAFF                      | Amount    |                           |
| 10/12   | KENTUCKY ASSOCIATION OF COOPS INC | 013004                                  | 10-0015-93010000-0611-0000 | 1,000.00  | Institutional Advertising |
| 10/12   | KENTUCKY STATE TREASURER          | 01-NOV-2012<br>12:46KY U                | 10-0015-93010000-0611-0000 | 150.00    | Institutional Advertising |
| 10/12   | ALISON AND ASSOCIATES             | J200-pwc-1012<br>Voucher<br>Corrections | 10-0015-93010000-0611-0000 | 2,221.27  | Institutional Advertising |
| 10/12   | KENTUCKY STATE TREASURER          | J200-pwc-1012<br>Voucher<br>Corrections | 10-0015-93010000-0611-0000 | 133.27    | Institutional Advertising |
| 10/12   | DOE ANDERSON                      | J200-pwc-1012<br>Voucher<br>Corrections | 10-0015-93010000-0611-0000 | 11,349.67 | Institutional Advertising |
|   |                                   |   |                            | 17,479.21 | 10/12                     |
| 11/12   | DOE ANDERSON                      | 018608-00                               | 10-0015-93010000-0611-0000 | 11,349.67 | Institutional Advertising |

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| Account No. 930.1 General Advertising Expenses Detail |                          |                                      |                            |             |                           |
|---|--------------------------|--------------------------------------|----------------------------|-------------|---------------------------|
| Month   | Booked Vendor            | Invoice #                            | GLAFF                      | Amount      |                           |
| 11/12   | ALISON AND ASSOCIATES    | BR2347                               | 10-0015-93010000-0611-0000 | 2,221.27    | Institutional Advertising |
| 11/12   | KENTUCKY STATE TREASURER | 01-OCT-2012 09:19KY U                | 10-0015-93010000-0611-0000 | 133.27      | Institutional Advertising |
| 11/12   | ALISON AND ASSOCIATES    | REVJ200-pwc-1012 Voucher Corrections | 10-0015-93010000-0611-0000 | (2,221.27)  | Institutional Advertising |
| 11/12   | KENTUCKY STATE TREASURER | REVJ200-pwc-1012 Voucher Corrections | 10-0015-93010000-0611-0000 | (133.27)    | Institutional Advertising |
| 11/12   | DOE ANDERSON             | REVJ200-pwc-1012 Voucher Corrections | 10-0015-93010000-0611-0000 | (11,349.67) | Institutional Advertising |
| 11/12   | KENTUCKY STATE TREASURER | 03-DEC-2012 08:40KY U                | 10-0015-93010000-0611-0000 | 133.28      | Institutional Advertising |

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**For The Twelve Months Ended May 31, 2013**

| Account No. 930.1 General Advertising Expenses Detail |                                      |                          |                                |                 |                              |
|---|--------------------------------------|--------------------------|--------------------------------|-----------------|------------------------------|
| Month   | Booked Vendor                        | Invoice #                | GLAFF                          | Amount          |                              |
| 11/12   | HENDERSON CHAMBER<br>OF COMMERCE     | 013029                   | 10-0015-42610000-<br>0611-0000 | 100.00          | Institutional<br>Advertising |
|   |                                      |                          |                                | <u>233.28</u>   | 11/12                        |
| 12/12   | HENDERSON CHAMBER<br>OF COMMERCE     | 13155                    | 10-0015-93010000-<br>0611-0000 | 1,000.00        | Institutional<br>Advertising |
| 12/12   | KENTUCKY STATE<br>TREASURER          | 03-DEC-2012<br>08:40KY U | 10-0015-93010000-<br>0611-0000 | (133.28)        | Institutional<br>Advertising |
| 12/12   | THE BRECKINRIDGE<br>HERALD-NEWS INC. | 00017455                 | 10-0015-93010000-<br>0611-0000 | 761.50          | Institutional<br>Advertising |
| 12/12   | KENERGY CORP'                        | 12/12/2012               | 10-0015-93010000-<br>0611-0000 | 500.00          | Institutional<br>Advertising |
| 12/12   | HENDERSON CHAMBER<br>OF COMMERCE     | 013155                   | 10-0015-93010000-<br>0611-0000 | 100.00          | Institutional<br>Advertising |
| 12/12   | HENDERSON CHAMBER<br>OF COMMERCE     | 013029                   | 10-0015-42610000-<br>0611-0000 | (100.00)        | Institutional<br>Advertising |
| 12/12   | J830-pwc-1212                        |                          | 10-0015-93010000-<br>0670-0000 | (150.00)        | Miscellaneous                |
|   |                                      |                          |                                | <u>1,978.22</u> | 12/12                        |

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**For The Twelve Months Ended May 31, 2013**

| Account No. 930.1 General Advertising Expenses Detail |  |                                 |                                |                          |                              |
|---|--|---------------------------------|--------------------------------|--------------------------|------------------------------|
| Month   | Booked Vendor                                | Invoice #                       | GLAFF                          | Amount                   |                              |
| 01/13   | DOWNTOWN<br>HENDERSON PROJECT                | Sponsorship<br>Benefits         | 10-0015-93010000-<br>0611-0000 | 500.00                   | Institutional<br>Advertising |
| 01/13   | AMERICAN CANCER<br>SOCIETY/RELAY FOR<br>LIFE | Sponsorship<br>(Relay for Life) | 10-0015-93010000-<br>0611-0000 | 500.00                   | Institutional<br>Advertising |
| 01/13   | KENTUCKY SAFETY<br>AND HEALTH<br>NETWORK     | 13301                           | 10-0015-93010000-<br>0611-0000 | <u>7,000.00</u>          | Institutional<br>Advertising |
|   |  |                                 |                                | <u>8,000.00</u>          | 01/13                        |
| 02/13   | TOUCHSTONE ENERGY                            | 948229                          | 10-0190-93010000-<br>0626-0000 | <u>121,500.00</u>        | Institutional<br>Advertising |
|   |  |                                 |                                | <u>121,500.00</u>        | 02/13                        |
| 03/13   | HENDERSON<br>LEADERSHIP INITIATIVE<br>INC    | 98                              | 10-0015-93010000-<br>0611-0000 | <u>1,500.00</u>          | Institutional<br>Advertising |
|   |  |                                 |                                | <u>1,500.00</u>          | 03/13                        |
| 04/13   | NORTHWEST<br>KENTUCKY FORWARD                | 27                              | 10-0015-93010000-<br>0611-0000 | <u>7,000.00</u>          | Institutional<br>Advertising |
|   |  |                                 |                                | <u>7,000.00</u>          | 04/13                        |
|   |  |                                 | Total                          | <u><u>167,660.71</u></u> |                              |

**Big Rivers Electric Corporation  
Case No. 2013-00199  
Analysis of Account No. 930 - Miscellaneous General Expenses  
For The Twelve Months Ended May 31, 2013**

| Account No. 930.1 General Advertising Expenses Detail |             |
|---|-------------|
| Month   |             |
| Booked Vendor   | Description |

|       |                                  |  |
|-------|----------------------------------|--|
| 06/12 | DRAGON BOAT<br>FESTIVAL          | SPONSORSHIP OF<br>OWENSBORO DRAGON<br>BOAT FESTIVAL 2012 |
| 07/12 | DOWNTOWN<br>HENDERSON PROJECT    | Semi-Annual Dues July-<br>December 2012                  |
| 07/12 | HENDERSON TOURIST<br>COMMISSION  | GOLD SPONSORSHIP - 2012<br>BLUEGRASS IN THE PARK         |
| 07/12 | NORTHWEST<br>KENTUCKY FORWARD    | OpportUNITY 2016 Pledge                                  |
| 07/12 | KENTUCKY STATE<br>TREASURER      | Sales tax - Downtown Henderson<br>Project                |
| 08/12 | MARSHA'S PLACE                   | Sponsorship- 2012 Walk-Run                               |
| 08/12 | HENDERSON CHAMBER<br>OF COMMERCE | CHAMBER NIGHT-<br>EVANSVILLE OTTERS                      |

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**Attachment for Response for PSC 1-47b [Workpapers]**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**

| <b>Account No. 930.1 General Advertising Expenses Detail</b> |                    |                                 |
|--|--------------------|---------------------------------|
| Month  | Booked Vendor      | Description                     |
|  | KENTUCKY DRAG BOAT |                                 |
| 08/12  | ASSOC              | drag boat race sponsorship      |
|  | SEBREE CHAMBER OF  |                                 |
| 08/12  | COMMERCE           | SPONSOR SCRAMBLE GOLF           |
|  | HENDERSON CITY     |                                 |
| 08/12  | LIONS CLUB         | 1/4 PAGE MAGIC SHOW             |
|  |                    | Sponsorship with Kenergy for    |
| 09/12  | KENERGY CORP       | Foundation for Health Gala 2012 |
|  | KENTUCKY STATE     |                                 |
| 09/12  | TREASURER          | Sales tax - Kenergy             |
|  | HABITAT FOR        |                                 |
|  | HUMANITY OF        |                                 |
| 10/12  | HENDERSON KY INC   | SPONSORSHIP-Holiday Pops        |
|  | HENDERSON CHAMBER  |                                 |
| 10/12  | OF COMMERCE        | SPONSORSHIP-Golf Outing         |

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**Big Rivers Electric Corporation  
Case No. 2013-00199  
Analysis of Account No. 930 - Miscellaneous General Expenses  
For The Twelve Months Ended May 31, 2013**

| <b>Account No. 930.1 General Advertising Expenses Detail</b> |                                   |  |
|--|-----------------------------------|--|
| Month  | Booked Vendor                     | Description  |
| 10/12  | KENTUCKY ASSOCIATION OF COOPS INC | SPONSORSHIP-KY Chamber of Commerce Energy Management Corf. |
| 10/12  | KENTUCKY STATE TREASURER          | Sales tax - Habitat for Humanity fo Henderson KY Inc.      |
| 10/12  | ALISON AND ASSOCIATES             | Annual Meeting Gifts                                       |
| 10/12  | KENTUCKY STATE TREASURER          | Sales tax - Alison and Associates                          |
| 10/12  | DOE ANDERSON                      | Advertising/PR Services - Newspaper Ads                    |
| 11/12  | DOE ANDERSON                      | Advertising/PR Services - Newspaper Ads                    |

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**

| Month         | Account No. 930.1 General Advertising Expenses Detail |  |
|---------------|---|--|
| Booked Vendor | Description   |  |

|       |                          |  |
|-------|--------------------------|--|
| 11/12 | ALISON AND ASSOCIATES    | Annual Meeting Gifts   |
| 11/12 | KENTUCKY STATE TREASURER | Sales tax - Alison and Associates  |
| 11/12 | ALISON AND ASSOCIATES    | Annual Meeting Gifts   |
| 11/12 | KENTUCKY STATE TREASURER | Sales tax - Alison and Associates  |
| 11/12 | DOE ANDERSON             | Advertising/PR Services -<br>Newspaper Ads   |
| 11/12 | KENTUCKY STATE TREASURER | Sales tax - Alison and Associates-<br>duplicated correction when acct<br>code chgd for Allison and<br>Associates |

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**Attachment for Response for PSC 1-47b [Workpapers]**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**

| <b>Account No. 930.1 General Advertising Expenses Detail</b> |                   |                                    |
|--|-------------------|------------------------------------|
| Month  | Booked Vendor     | Description                        |
|  | HENDERSON CHAMBER |                                    |
| 11/12  | OF COMMERCE       | CHAMBER BOWLING NIGHT              |
|  | HENDERSON CHAMBER | 2013 LEGISLATIVE                   |
| 12/12  | OF COMMERCE       | BREAKFAST SPONSORSHIP              |
|  |                   | Sales tax - Alison and Associates- |
|  |                   | duplicated correction when acct    |
|  | KENTUCKY STATE    | code chgd for Allison and          |
| 12/12  | TREASURER         | Associates                         |
|  | THE BRECKINRIDGE  | Advertising/PR Services -          |
| 12/12  | HERALD-NEWS INC.  | Newspaper Ads                      |
|  |                   | Sponsor-1/2 "Stones & Bones        |
|  |                   | event" to Owensboro Museum of      |
| 12/12  | KENERGY CORP      | Science & History                  |
|  | HENDERSON CHAMBER |                                    |
| 12/12  | OF COMMERCE       | CHAMBER BOWLING NIGHT              |
|  | HENDERSON CHAMBER |                                    |
| 12/12  | OF COMMERCE       | CHAMBER BOWLING NIGHT              |
|  |                   | Miscellaneous sales tax journal    |
| 12/12  | J830-pwc-1212     | entry                              |

**Case No. 2013-00199**

**Attachment for Response for PSC 1-47b [Workpapers]**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 930 - Miscellaneous General Expenses**  
**For The Twelve Months Ended May 31, 2013**

| Account No. 930.1 General Advertising Expenses Detail |                                   |                                      |
|---|-----------------------------------|--------------------------------------|
| Month   | Booked Vendor                     | Description                          |
|   | DOWNTOWN                          | 2013 Annual Awards Breakfast         |
| 01/13   | HENDERSON PROJECT                 | Sponsorship                          |
|   | AMERICAN CANCER SOCIETY/RELAY FOR |                                      |
| 01/13   | LIFE                              | Relay for Life (Sponsorship)         |
|   | KENTUCKY SAFETY AND HEALTH        |                                      |
| 01/13   | NETWORK                           | 20TH ANNUAL SPONSORSHIP - PRESIDENTS |
| 02/13   | TOUCHSTONE ENERGY                 | Touchstone Energy Investment         |
|   | HENDERSON LEADERSHIP INITIATIVE   |                                      |
| 03/13   | INC                               | Sponsorship                          |
|   | NORTHWEST                         |                                      |
| 04/13   | KENTUCKY FORWARD                  | OpportUNITY 2016 PLEDGE              |

**Case No. 2013-00199**

**Attachment for Response for PSC 1-47b [Workpapers]**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account 426 - Other Income Deductions**  
**For the Twelve Months Ended May 31, 2013**  
**(Gross of City Share)**

**Schedule 13**

| Line No. | Item<br>(a)          | Amount | (b)     |
|----------|----------------------|--------|---------|
| 1        | Donations            | \$     | 52,917  |
| 2        | Civic Activities     | \$     | 59,869  |
| 3        | Political Activities | \$     | -       |
| 4        | Other                | \$     | 881,924 |
| 5        | Total                | \$     | 994,710 |

**Case No. 2013-00199**

**Attachment for Response for PSC 1-47(c)**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor  | Invoice #              | GLAFF                      | Amount        |
|-------|--|------------------------|----------------------------|---------------|
| 06/12 | JUNIOR WOMEN'S LEAGUE                                      | 12625                  | 10-0015-42610000-0646-0000 | 250.00        |
| 06/12 | Cr.Card - VH1 Save The Music Foundation                    | 208807-267<br>MITCHELL | 10-0001-92110000-0646-2205 | <u>50.00</u>  |
|       |  |                        |                            | <u>300.00</u> |
| 07/12 | Hawesville Steamboat Festival                              | Donation               | 10-0015-42610000-0646-0000 | 200.00        |
| 07/12 | NATIONAL CHILD SAFETY<br>COUNCIL/OHIO CO. SHERIFF'S OFFICE | 56                     | 10-0015-42610000-0646-0000 | 144.00        |
| 07/12 | HENDERSON MUSIC PRESERVATION<br>SOCIETY INC                | 12709                  | 10-0015-42610000-0646-0000 | 100.00        |
| 07/12 | DUKES VOLUNTEER FIRE DEPT                                  | DONATION               | 10-0015-42610000-0646-0000 | 25.00         |
| 07/12 | ALL BLESSING INTERNATIONAL                                 | DONATION               | 10-0015-42610000-0646-0000 | <u>100.00</u> |
|       |  |                        |                            | <u>569.00</u> |
| 08/12 | CHILDREN'S ADVOCACY CENTER                                 | Donation (Dance)       | 10-0015-42610000-0646-0000 | <u>100.00</u> |
|       |  |                        |                            | <u>100.00</u> |

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**Attachment for Response for PSC 1-47c [Workpapers]**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor                        | Invoice #                         | GLAFF                      | Amount      |
|-------|--------------------------------------|-----------------------------------|----------------------------|-------------|
| 09/12 | LEADERSHIP KENTUCKY FOUNDATION INC   | 12897                             | 10-0015-42610000-0646-0000 | 1,000.00    |
| 09/12 | HENDERSON ELKS LODGE #206            | 12907                             | 10-0015-42610000-0646-0000 | 250.00      |
| 09/12 | PADUCAH CHAMBER OF COMMERCE          | 24051                             | 10-0015-92110000-0646-2216 | 100.00      |
|       |                                      |                                   |                            | 1,350.00    |
| 10/12 | HAPPY FEET EQUALS LEARNING FEET, INC | 12950                             | 10-0015-42610000-0646-0000 | 420.00      |
| 10/12 | NATIONAL FIRE SAFETY COUNCIL INC     | 3383                              | 10-0015-42610000-0646-0000 | 75.00       |
| 10/12 | CUBSCOUTS PACK 120                   | Donation                          | 10-0015-42610000-0646-0000 | 100.00      |
| 10/12 | NRECA                                | J200-pwc-1012 Voucher Corrections | 10-0001-42610000-0646-0000 | 20,000.00   |
| 10/12 | NRECA                                | J200-pwc-1012 Voucher Corrections | 10-0001-92110000-0646-2205 | (20,000.00) |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor                           | Invoice #                            | GLAFF                          | Amount          |
|-------|---|--------------------------------------|--------------------------------|-----------------|
| 10/12 | Cr.Card - VH1 Save The Music Foundation | J200-pwc-1012<br>Voucher Corrections | 10-0001-42610000-<br>0646-0000 | 50.00           |
| 10/12 | Cr.Card - VH1 Save The Music Foundation | J200-pwc-1012<br>Voucher Corrections | 10-0001-92110000-<br>0646-2205 | (50.00)         |
| 10/12 | PADUCAH CHAMBER OF COMMERCE             | J200-pwc-1012<br>Voucher Corrections | 10-0015-42610000-<br>0646-0000 | 100.00          |
| 10/12 | PADUCAH CHAMBER OF COMMERCE             | J200-pwc-1012<br>Voucher Corrections | 10-0015-92110000-<br>0646-2216 | <u>(100.00)</u> |
|       |   |                                      |                                | <u>595.00</u>   |
| 11/12 | HENDERSON COMMUNITY COLLEGE             | 013034                               | 10-0015-42610000-<br>0646-0000 | 105.00          |
| 11/12 | HABITAT FOR HUMANITY                    | NOV 12 2012                          | 10-0015-42610000-<br>0646-0000 | 100.00          |
| 11/12 | PADUCAH CHAMBER OF COMMERCE             | 24051                                | 10-0015-42610000-<br>0646-0000 | 100.00          |
| 11/12 | PADUCAH CHAMBER OF COMMERCE             | 24051                                | 10-0015-92110000-<br>0646-2216 | (100.00)        |

**Case No. 2013-00199**

**Attachment for Response for PSC 1-47c [Workpapers]**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor                           | Invoice #                               | GLAFF                          | Amount      |
|-------|---|---|--------------------------------|-------------|
| 11/12 | Cr.Card - VH1 Save The Music Foundation | 208807-267<br>MITCHELL                  | 10-0001-42610000-<br>0646-0000 | 50.00       |
| 11/12 | Cr.Card - VH1 Save The Music Foundation | 208807-267<br>MITCHELL                  | 10-0001-92110000-<br>0646-2205 | (50.00)     |
| 11/12 | NRECA                                   | Philippines Project<br>2012             | 10-0001-42610000-<br>0646-0000 | 20,000.00   |
| 11/12 | NRECA                                   | Philippines Project<br>2012             | 10-0001-92110000-<br>0646-2205 | (20,000.00) |
| 11/12 | NRECA                                   | REVJ200-pwc-1012<br>Voucher Corrections | 10-0001-42610000-<br>0646-0000 | (20,000.00) |
| 11/12 | NRECA                                   | REVJ200-pwc-1012<br>Voucher Corrections | 10-0001-92110000-<br>0646-2205 | 20,000.00   |
| 11/12 | Cr.Card - VH1 Save The Music Foundation | REVJ200-pwc-1012<br>Voucher Corrections | 10-0001-42610000-<br>0646-0000 | (50.00)     |
| 11/12 | Cr.Card - VH1 Save The Music Foundation | REVJ200-pwc-1012<br>Voucher Corrections | 10-0001-92110000-<br>0646-2205 | 50.00       |
| 11/12 | PADUCAH CHAMBER OF COMMERCE             | REVJ200-pwc-1012<br>Voucher Corrections | 10-0001-42610000-<br>0646-0000 | (100.00)    |
| 11/12 | PADUCAH CHAMBER OF COMMERCE             | REVJ200-pwc-1012<br>Voucher Corrections | 10-0015-92110000-<br>0646-2216 | 100.00      |
|       |   |   |                                | 205.00      |

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor                 | Invoice #      | GLAFF             | Amount          |
|-------|-------------------------------|----------------|-------------------|-----------------|
|       |                               |                | 10-0015-42610000- |                 |
| 12/12 | WBKR CHRISTMAS WISH           | CHRISTMAS 2012 | 0646-0000         | 250.00          |
|       |                               |                | 10-0015-42610000- |                 |
| 12/12 | THE FOUNDATION FOR HEALTH INC | 13154          | 0646-0000         | 1,000.00        |
|       |                               |                | 10-0015-42610000- |                 |
| 12/12 | OHIO COUNTY PUBLIC LIBRARY    | 7727           | 0646-0000         | 1,000.00        |
|       | JUNIOR ACHIEVEMENT OF WESTERN |                | 10-0015-42610000- |                 |
| 12/12 | KY INC                        | 13153          | 0646-0000         | 1,300.00        |
|       | KENTUCKY GOVERNOR'S SCHOLARS  |                | 10-0015-42610000- |                 |
| 12/12 | PROGRAM FOUNDATION INC        | 13157          | 0646-0000         | 2,500.00        |
|       | HANCOCK COUNTY INDUSTRIAL     |                | 10-0015-42610000- |                 |
| 12/12 | FOUNDATION                    | 13156          | 0646-0000         | 1,000.00        |
|       |                               |                |                   | <u>7,050.00</u> |
|       |                               |                | 10-0015-42610000- |                 |
| 01/13 | Riverbend Academy             | 7729           | 0646-0000         | 100.00          |
|       |                               |                | 10-0015-42610000- |                 |
| 01/13 | KY Assoc of Coops             | 13291          | 0646-0000         | 333.33          |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor                       | Invoice #                           | GLAFF                      | Amount                  |
|-------|-------------------------------------|-------------------------------------|----------------------------|-------------------------|
| 01/13 | Henderson Rotary Club               | 13292                               | 10-0015-42610000-0646-0000 | 250.00                  |
| 01/13 | Lewisport Volunteer Fire Department | 13289                               | 10-0015-42610000-0646-0000 | 20.00                   |
| 01/13 | Henderson Rescue Squad              | 13290                               | 10-0015-42610000-0646-0000 | 45.00                   |
| 01/13 | OMSH for Wendell Ford Center        | 8832                                | 10-0015-42610000-0646-0000 | 2,000.00                |
|       |                                     |                                     |                            | <u>2,748.33</u>         |
|       | UNITED WAY OF HENDERSON COUNTY      | UNITED WAY CORP DONATION - FEB 2013 | 10-0015-42610000-0646-0000 |                         |
| 02/13 |                                     |                                     |                            | 24,879.00               |
| 02/13 | UNITED WAY OF THE OHIO VALLEY       | UNITED WAY CORP GIFT - FEB          | 10-0015-42610000-0646-0000 | 15,121.00               |
|       |                                     |                                     |                            | <u>40,000.00</u>        |
|       |                                     |                                     |                            | <u><u>52,917.33</u></u> |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month           | Booked Vendor | Invoice # | GLAFF    | Amount                  |
|-----------------|---------------|-----------|----------|-------------------------|
| Account Summary |               |           |          |                         |
|                 |               |           | 42610000 | 72,917.33               |
|                 |               |           | 92110000 | <u>(20,000.00)</u>      |
|                 |               |           |          | <u><u>52,917.33</u></u> |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor                           | Invoice #        | Description   |
|-------|---|------------------|---|
|       |   |                  | DONATION-DISTINGUISHED<br>YOUNG WOMEN OF HENDERSON<br>SCHOLARSHIP PROGRAM |
| 06/12 | JUNIOR WOMEN'S LEAGUE                   | 12625            |   |
|       |   | 208807-267       |   |
| 06/12 | Cr.Card - VH1 Save The Music Foundation | MITCHELL         | Donation in memory of Carl Lyon's son<br><br>06/12                        |
| 07/12 | Hawesville Steamboat Festival           | Donation         | Donation for Steamboat festival   |
|       | NATIONAL CHILD SAFETY                   |                  |   |
| 07/12 | COUNCIL/OHIO CO. SHERIFF'S OFFICE       | 56               | donation  |
|       | HENDERSON MUSIC PRESERVATION            |                  | W.C. HANDY BLUES FESTIVAL   |
| 07/12 | SOCIETY INC                             | 12709            | DONATION  |
| 07/12 | DUKES VOLUNTEER FIRE DEPT               | DONATION         | DONATION  |
| 07/12 | ALL BLESSING INTERNATIONAL              | DONATION         | DONATION<br><br>07/12   |
| 08/12 | CHILDREN'S ADVOCACY CENTER              | Donation (Dance) | Daddy-Daughter Dance<br><br>08/12   |

**Case No. 2013-00199**

**Attachment for Response for PSC 1-47c [Workpapers]**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor                    | Invoice #           | Description                       |
|-------|----------------------------------|---------------------|-----------------------------------|
|       | LEADERSHIP KENTUCKY              |                     |                                   |
| 09/12 | FOUNDATION INC                   | 12897               | SEPT SESSION SPONSORSHIP          |
|       |                                  |                     | SCHOLARSHIP TRUST-GOLF            |
| 09/12 | HENDERSON ELKS LODGE #206        | 12907               | DONATION                          |
|       |                                  |                     | 2012 TOTAL RESOURCE               |
| 09/12 | PADUCAH CHAMBER OF COMMERCE      | 24051               | CAMPAIGN                          |
|       |                                  |                     | 09/12                             |
|       | HAPPY FEET EQUALS LEARNING       |                     |                                   |
| 10/12 | FEET, INC                        | 12950               | DONATION                          |
|       |                                  |                     | SCHOOL FIRE PREVENTION            |
| 10/12 | NATIONAL FIRE SAFETY COUNCIL INC | 3383                | PROGRAM                           |
| 10/12 | CUBSCOUTS PACK 120               | Donation            | Donation                          |
|       |                                  | J200-pwc-1012       |                                   |
| 10/12 | NRECA                            | Voucher Corrections | Temporary Account Code Correction |
|       |                                  | J200-pwc-1012       |                                   |
| 10/12 | NRECA                            | Voucher Corrections | Temporary Account Code Correction |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor                           | Invoice #           | Description                       |
|-------|---|---------------------|-----------------------------------|
|       |   | J200-pwc-1012       |                                   |
| 10/12 | Cr Card - VH1 Save The Music Foundation | Voucher Corrections | Temporary Account Code Correction |
|       |   | J200-pwc-1012       |                                   |
| 10/12 | Cr.Card - VH1 Save The Music Foundation | Voucher Corrections | Temporary Account Code Correction |
|       |   | J200-pwc-1012       |                                   |
| 10/12 | PADUCAH CHAMBER OF COMMERCE             | Voucher Corrections | Temporary Account Code Correction |
|       |   | J200-pwc-1012       |                                   |
| 10/12 | PADUCAH CHAMBER OF COMMERCE             | Voucher Corrections | Temporary Account Code Correction |
|       |   |                     | 10/12                             |
| 11/12 | HENDERSON COMMUNITY COLLEGE             | 013034              | DONATION - POINSETTIA TREE        |
| 11/12 | HABITAT FOR HUMANITY                    | NOV 12 2012         | DONATION                          |
| 11/12 | PADUCAH CHAMBER OF COMMERCE             | 24051               | Permanent Account Code Correction |
| 11/12 | PADUCAH CHAMBER OF COMMERCE             | 24051               | Permanent Account Code Correction |

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor                           | Invoice #           | Description                       |
|-------|---|---------------------|-----------------------------------|
|       |   | 208807-267          |                                   |
| 11/12 | Cr.Card - VH1 Save The Music Foundation | MITCHELL            | Permanent Account Code Correction |
|       |   | 208807-267          |                                   |
| 11/12 | Cr.Card - VH1 Save The Music Foundation | MITCHELL            | Permanent Account Code Correction |
|       |   | Philippines Project |                                   |
| 11/12 | NRECA                                   | 2012                | Permanent Account Code Correction |
|       |   | Philippines Project |                                   |
| 11/12 | NRECA                                   | 2012                | Permanent Account Code Correction |
|       |   | REVJ200-pwc-1012    | Reverse Temporary Account Code    |
| 11/12 | NRECA                                   | Voucher Corrections | Correction                        |
|       |   | REVJ200-pwc-1012    | Reverse Temporary Account Code    |
| 11/12 | NRECA                                   | Voucher Corrections | Correction                        |
|       |   | REVJ200-pwc-1012    | Reverse Temporary Account Code    |
| 11/12 | Cr.Card - VH1 Save The Music Foundation | Voucher Corrections | Correction                        |
|       |   | REVJ200-pwc-1012    | Reverse Temporary Account Code    |
| 11/12 | Cr.Card - VH1 Save The Music Foundation | Voucher Corrections | Correction                        |
|       |   | REVJ200-pwc-1012    | Reverse Temporary Account Code    |
| 11/12 | PADUCAH CHAMBER OF COMMERCE             | Voucher Corrections | Correction                        |
|       |   | REVJ200-pwc-1012    | Reverse Temporary Account Code    |
| 11/12 | PADUCAH CHAMBER OF COMMERCE             | Voucher Corrections | Correction                        |

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**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor  | Invoice #      | Description  |
|-------|--|----------------|--|
|       |  |                | WBKR CHRISTMAS WISH LIST   |
| 12/12 | WBKR CHRISTMAS WISH                                    | CHRISTMAS 2012 | 2012   |
| 12/12 | THE FOUNDATION FOR HEALTH INC                          | 13154          | Donation   |
| 12/12 | OHIO COUNTY PUBLIC LIBRARY                             | 7727           | DONATION TO THE OHIO CO.<br>PUBLIC LIBRARY                               |
| 12/12 | JUNIOR ACHIEVEMENT OF WESTERN<br>KY INC                | 13153          | DONATION FOR 2013  |
| 12/12 | KENTUCKY GOVERNOR'S SCHOLARS<br>PROGRAM FOUNDATION INC | 13157          | Donation   |
| 12/12 | HANCOCK COUNTY INDUSTRIAL<br>FOUNDATION                | 13156          | PARTNERS PLEDGE 2012-2013<br>12/12                                       |
| 01/13 | Riverbend Academy                                      | 7729           | Dancing Fundraising Event-Jan 2013                                       |
| 01/13 | KY Assoc of Coops                                      | 13291          | Joint Sponsorship of 2013 KY Assoc of<br>Manufacturers Energy Conference |

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**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor                       | Invoice #                              | Description   |
|-------|-------------------------------------|--|---|
| 01/13 | Henderson Rotary Club               | 13292                                  | 2013 Rotary Trivia Night Table  |
| 01/13 | Lewisport Volunteer Fire Department | 13289                                  | Donation  |
| 01/13 | Henderson Rescue Squad              | 13290                                  | Donation  |
| 01/13 | OMSH for Wendell Ford Center        | 8832                                   | Donation for Owensboro Museum fo<br>Science and History Wendell Ford<br>Gov. Ed Center<br>01/13 |
| 02/13 | UNITED WAY OF HENDERSON<br>COUNTY   | UNITED WAY<br>CORP DONATION - FEB 2013 | UNITED WAY CORP DONATION -<br>FEB 2013  |
| 02/13 | UNITED WAY OF THE OHIO VALLEY       | UNITED WAY<br>CORP GIFT - FEB          | UNITED WAY CORP GIFT-FEB<br>2013<br>02/13   |

**Big Rivers Electric Corporation**  
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**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.1 Donations (including Account No. 921)**

| Month | Booked Vendor | Invoice # | Description |
|-------|---------------|-----------|-------------|
|-------|---------------|-----------|-------------|

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.3 Penalties**

| Month | Booked Vendor                 | Invoice #    | GLAFF                      | Amount             | Description   |
|-------|-------------------------------|--------------|----------------------------|--------------------|---|
| 07/12 | INDIANA DEPARTMENT OF REVENUE | JULY 24 2012 | 10-0999-42630000-0616-0000 | 488.22             | Penalty for non payment of entire Feb 2011 tax                |
| 11/12 | J831-SJS-1112                 |              | 10-0999-42630000-0616-0000 | 134,753.09         | Penalty for non payment of entire KY sales tax for 11/10-9/12 |
| 12/12 | SERC RELIABILITY CORPORATION  | 2012-0018    | 10-0370-42630000-0616-0000 | 15,000.00          | PENALTY PAYMENT-FERC Docket No. NP13-8-000                    |
| 12/12 | J831-SJS-1212                 |              | 10-0999-42630000-0616-0000 | 98,850.02          | 11/10-10/11 Collection Fee, sales tax                         |
| 12/12 | J831-SJS-1212                 |              | 10-0999-42630000-0616-0000 | <u>(78,633.50)</u> | 11/10-10/11 Penalties, sales tax                              |
|       |                               |              |                            | <u>170,457.83</u>  |   |

**Big Rivers Electric Corporation**  
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**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.4 Civic, Political, Related Act.-Expense**

| Month | Vendor   | GLAFF                          | Amount          | Description   |
|-------|--|--------------------------------|-----------------|---|
| 06/12 | MCBRAYER, MCGINNIS,<br>LESLIE & KIRKLAND, PLLC | 10-0019-42640000-<br>0314-0000 | 1,119.00        | PROFESSIONAL SERVICES MAY-<br>12  |
|       |  |                                | <u>1,119.00</u> | 06/12   |
| 07/12 | MCBRAYER, MCGINNIS,<br>LESLIE & KIRKLAND, PLLC | 10-0019-42640000-<br>0314-0000 | 1,119.00        | PROFESSIONAL SERVICES JUN-12  |
|       |  |                                | <u>1,119.00</u> | 07/12   |
| 08/12 | MCBRAYER, MCGINNIS,<br>LESLIE & KIRKLAND, PLLC | 10-0019-42640000-<br>0314-0000 | 1,119.00        | PROFESSIONAL SERVICES JUL-12  |
| 08/12 | J231-kec-0812 McBrayer I                       | 10-0019-42640000-<br>0314-0000 | 1,119.00        | PROFESSIONAL SERVICES JUL-12  |
|       |  |                                | <u>2,238.00</u> | 08/12   |
| 09/12 | MCBRAYER, MCGINNIS,<br>LESLIE & KIRKLAND, PLLC | 10-0019-42640000-<br>0314-0000 | 1,119.00        | PROFESSIONAL SERVICES AUG-<br>12, but Inv Vouchered was for July<br>Svcs, again |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.4 Civic, Political, Related Act.-Expense**

| Month | Booked | Vendor                                      | GLAFF                      | Amount          | Description   |
|-------|--------|---|----------------------------|-----------------|---|
| 09/12 |        | REVJ231-kec-0812 McBraye                    | 10-0019-42640000-0314-0000 | (1,119.00)      | PROFESSIONAL SERVICES JUL-12                          |
| 09/12 |        | MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC | 10-0019-42640000-0314-0000 | <u>11.09</u>    | PROFESSIONAL SERVICES AUG-12, this is for the net due |
|       |        |   |                            | <u>11.09</u>    | 09/12   |
| 10/12 |        | MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC | 10-0019-42640000-0314-0000 | <u>1,119.00</u> | PROFESSIONAL SERVICES                                 |
|       |        |   |                            | <u>1,119.00</u> | 10/12   |
| 11/12 |        | MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC | 10-0019-42640000-0314-0000 | <u>1,119.00</u> | PROFESSIONAL SERVICES OCT-12                          |
|       |        |   |                            | <u>1,119.00</u> | 11/12   |
| 12/12 |        | MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC | 10-0019-42640000-0314-0000 | 1,127.71        | PROFESSIONAL SERVICES NOV-12                          |
| 12/12 |        | NRECA                                       | 10-0001-42640000-0627-0000 | 44,526.30       | NRECA Lobbying Expenses                               |

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**Big Rivers Electric Corporation**  
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**Analysis of Account No. 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.4 Civic, Political, Related Act.-Expense**

| Month | Vendor                                      | GLAFF                      | Amount           | Description  |
|-------|---|----------------------------|------------------|--|
| 12/12 | SOCIETY FOR HUMAN RESOURCE MGMT             | 10-0220-42640000-0627-0000 | 14.40            | SHRM Membership-Lobbying Expenses  |
| 12/12 | SOCIETY FOR HUMAN RESOURCE MGMT             | 10-0220-42640000-0627-0000 | 12.60            | SHRM Membership-Lobbying Expenses  |
| 12/12 | KENTUCKY ASSOCIATION OF COOPS INC           | 10-0019-42640000-0674-0000 | 792.00           | BREC Share of Rent and Operating Expenses for Frankfort Office-Lobbying Expenses |
| 12/12 | MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC | 10-0019-42640000-0314-0000 | <u>1,197.36</u>  | PROFESSIONAL SERVICES DEC-12   |
|       |   |                            | <u>47,670.37</u> | 12/12  |
| 01/13 | KENTUCKY ASSOCIATION OF COOPS INC           | 10-0019-42640000-0674-0000 | <u>828.00</u>    | BREC Share of Rent and Operating Expenses for Frankfort Office-Lobbying Expenses |
|       |   |                            | <u>828.00</u>    | 01/13  |
| 02/13 | MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC | 10-0001-42640000-0314-0000 | <u>1,119.50</u>  | PROFESSIONAL SERVICES JAN-13   |
|       |   |                            | <u>1,119.50</u>  | 02/13  |
| 03/13 | MCBRAYER, MCGINNIS, LESLIE & KIRKLAND, PLLC | 10-0001-42640000-0314-0000 | 1,119.50         | PROFESSIONAL SERVICES FEB-13   |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
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**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.4 Civic, Political, Related Act.-Expense**

| Month | Vendor   | GLAFF                          | Amount                  | Description                          |
|-------|--|--------------------------------|-------------------------|--------------------------------------|
| 03/13 | SOCIETY FOR HUMAN<br>RESOURCE MGMT             | 10-0220-42640000-<br>0627-0000 | 13.00                   | SHRM Membership-Lobbying<br>Expenses |
| 03/13 | RIMS-THE RISK<br>MANAGEMENT SOCIETY            | 10-0220-42640000-<br>0627-0000 | 136.85                  | RIMS Membership-Lobbying Expenses    |
| 03/13 | MCBRAYER, MCGINNIS,<br>LESLIE & KIRKLAND, PLLC | 10-0001-42640000-<br>0314-0000 | 1,119.50                | PROFESSIONAL SERVICES MAR-13         |
|       |  |                                | <u>2,388.85</u>         | 03/13                                |
| 05/13 | MCBRAYER, MCGINNIS,<br>LESLIE & KIRKLAND, PLLC | 10-0312-42640000-<br>0314-0000 | 1,137.05                | PROFESSIONAL SERVICES APR-13         |
|       |  |                                | <u>1,137.05</u>         | 05/13                                |
|       |  | Total                          | <u><u>59,868.86</u></u> |                                      |

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**Big Rivers Electric Corporation**  
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**Analysis of Account 426 - Other Income Deductions**  
**For The Twelve Months Ended May 31, 2013**  
**Account No. 426.5 Other Deductions**

| Month | Vendor        | INVOICE # | GLAFF                      | Amount            | Description   |
|-------|---------------|-----------|----------------------------|-------------------|---|
| 12/12 | J661-cad-1212 |           | 10-0999-42650000-0699-0000 | (0.07)            | adjust other post retirement benefits to FAS 158 Disclosure form Mercer at 12/31/12   |
| 05/13 | J820-nrc-0513 |           | 10-0999-42650000-0699-0000 | 416,932.04        | To write-off unamortized deferred debt expense associated with the CoBank 2012 Revolving LOC Agreement based on the termination of the agreement during May 2013. |
| 05/13 | J840-dmw-0513 |           | 10-0999-42650000-0699-0000 | <u>294,534.12</u> | refunding costs from deferred acct to expense.  |
|       |               |           | Total                      | <u>711,466.09</u> |   |



**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 48)** *Provide a calculation of the rate or rates used to capitalize interest*  
2 *during construction for the three most recent calendar years. Explain each component*  
3 *entering into the calculation of the rate(s).*

4

5 **Response)** During the period from January 2010 through July 2012, Big Rivers used  
6 the effective interest rate of its RUS Series A Note (5.84%) to capitalize interest during  
7 construction. After refinancing approximately \$442 million of the RUS Series A Note in  
8 July 2012, Big Rivers began using the monthly weighted average rate of interest for all its  
9 outstanding long-term debt to capitalize interest in August 2012.

10 The attached schedule includes the monthly weighted average rates of interest,  
11 used to capitalize interest during the months of August 2012 through December 2012,  
12 and the components used to calculate those rates.

13

14 **Witness)** Billie J. Richert

**Big Rivers Electric Corporation**

**Case No. 2013-00199**

**Attachment for Response to PSC 1-48**

**Calculation of Rates Used to Capitalize Interest**

Calculation of rates used to capitalize interest (August 2012 - December 2012):

|   | <u>Dec-12</u>  | <u>Nov-12</u>  | <u>Oct-12</u>  | <u>Sep-12</u>  | <u>Aug-12</u>  |
|---|----------------|----------------|----------------|----------------|----------------|
| (1) Month-to-Date Interest Expense  | \$ 3,798,589   | \$ 3,706,478   | \$ 3,808,836   | \$ 3,704,032   | \$ 3,850,708   |
| (2) Total Outstanding Long-Term Debt Balance at Beginning of Period                         | \$ 925,168,522 | \$ 928,966,306 | \$ 928,958,554 | \$ 928,888,952 | \$ 928,888,952 |
| (3) Total Outstanding Long-Term Debt Balance at End of Period                               | 925,243,935    | 925,168,522    | 928,966,306    | 928,958,554    | 928,888,952    |
| (4) Average Outstanding Principal Balance $(((2) + (3)) / 2)$ :                             | \$ 925,206,229 | \$ 927,067,414 | \$ 928,962,430 | \$ 928,923,753 | \$ 928,888,952 |
| (5) Number of Days in Period  | 31             | 30             | 31             | 30             | 31             |
| (6) Number of Days in Year  | 366            | 366            | 366            | 366            | 366            |
| (7) <b>Weighted Average Interest Rate <math>[(1) \div (4)] \times [(6) \div (5)]</math></b> | 4.85%          | 4.88%          | 4.84%          | 4.86%          | 4.89%          |

**Note:** The effective interest rate of Big Rivers' RUS Series A Note (5.84%) was used to capitalize interest during the months of January 2010 - July 2012 (i.e. the other months comprising the three most recent calendar years).

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
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**July 12, 2013**

1 **Item 49)** *List all present or proposed research efforts dealing with the pricing of*  
2 *electricity and the current status of such efforts.*

3

4 **Response)** Big Rivers generally relies on ACES for its electricity pricing  
5 research. ACES provides both short- and long-term pricing forecasts to Big Rivers as  
6 requested. Big Rivers also has a subscription with IHS Global as an additional source for  
7 electricity price forecasts.

8

9 **Witness)** Robert W. Berry

10

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 50)** *Provide an analysis of Big Rivers' expenses for research and*  
2 *development activities for the base period and the three most recent calendar years.*  
3 *For the base period include the following:*

4 *a. Basis of fees paid to research organizations and Big Rivers' portion*  
5 *of the total revenue of each organization. Where the contribution is*  
6 *monthly, provide the current rate and the effective date.*

7 *b. Details of the research activities conducted by each organization.*

8 *c. Details of services and other benefits provided to the utility by each*  
9 *organization.*

10 *d. Annual expenditures of each organization with a basic description of*  
11 *the nature of costs incurred by the organization.*

12 *e. Details of the expected benefits to the utility.*

13

14 **Response)** The two organizations that Big Rivers was affiliated with during the base  
15 period (twelve months ended September 30, 2013) and paid monies to for research and  
16 development activities are The Cooperative Research Network ("CRN") and the National

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 Renewables Cooperative Organization ("NRCO"). Information regarding (a) the basis of  
2 the fees paid; (b) the details of the research activities conducted; (c) and (e) the details  
3 regarding the services and benefits provided to the utility; and (d) the expenditures paid  
4 to all research and development organizations for the base period and the calendar years  
5 2012, 2011 and 2010 is attached.

6

7 **Witness)** Robert W. Berry

8

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Research and Development**

**National Renewables Cooperative Organization**

**1-50a.** The Member fees are based on native load sales (exclusive of sales to other NRCO members, if applicable). Four size classifications were determined (XS = less than 1,000,000 of native load sales, Small = 1,000,000 to 5,000,000, Medium = 5,000,000 to 10,000,000, and Large = 10,000,000 and above) and each member within each classification pays the same amount. Big Rivers fell into the medium category during 2012 and falls into the large category for 2013. The current rate is \$6,241.67 per month through the end of 2013.

**1-50 b,c,e.** The organization provides ongoing opportunities for access to and development of cost-effective renewable energy resources. NRCO provides access to expertise on renewable energy resource commercial issues. Finally, NRCO aims to promote positive visibility and publicity for the cooperative program.

Cooperatives that have elected to participate in NRCO, either through membership or by contracting select services, have a variety of motivations. Some may be subject to Renewable Energy Standards (RES), though many are not. Cooperatives must keep up with the evolving nature of the political landscape, at both the state and federal level and from a legislative and regulatory perspective.

Often cooperatives are attracted to renewable projects as a means to diversify their generation portfolios. In a world of volatile fuel prices, renewable generation can make good economic sense. Finally, cooperatives have a long history of investment in the communities they serve and renewable energy projects can bring economic development to their areas.

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Research and Development**

## **Cooperative Research Network**

**1-50a.** Big Rivers pays a fee to The Cooperative Research Network™ (CRN) for itself and for its Member Cooperatives. Big Rivers' rate for 2012 is \$.00394 per total MWH sales less sales to G&T's for the year ended December 31, 2010. The 2012 rates paid by Big Rivers for its Member Cooperatives are \$.21218 per consumer for the first 10,000; \$.10609 per consumer for the next 40,000; and \$.07073 per consumer over 50,000.

**1-50b,c,e.** CRN, the technology research arm of the National Rural Electric Cooperative Association (NRECA), conducts collaborative research to accelerate technological innovation that can be applied by electric cooperatives worldwide.

The more than 900 co-ops nationwide comprise a real-world test bed for demonstrating the viability of emerging technologies. Partnering with co-ops, national labs, academic institutions and industry, CRN research is driven by the needs of cooperatives and their consumer members. CRN's guides, publications and online tools help cooperatives meet their members' expectations for affordable, reliable electric power using the most advanced technologies available.

### **CRN Portfolio of Active Research**

CRN's member advisors, drawn from the extensive network of private, not-for-profit, consumer-owned cooperatives who belong to NRECA, set the cooperatives' research priorities.

Distribution Operations  
Energy Innovations  
Generation, Fuels and Environmental Control Technology  
Renewable and Distributed Energy  
Smarter Grid  
Transmission and Substation Assets

CRN collaborates with many organizations and experts, including

U.S. Department of Energy  
National research labs  
Industry and manufacturing  
EPRI  
Universities and research centers  
E Source  
NEETRAC  
CEATI  
DSTAR

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Research and Development Activities**

**Expenditures Paid**

| <b>Base Period - Twelve Month Ended September 30, 2013</b>   |                   |
|--|-------------------|
| National Renewables Coop Org (NRCO)                          | \$ 73,237         |
| National Rural Electric Coop Assn (includes payment for CRN) | 67,950            |
|  | <u>\$ 141,187</u> |

| <b>2012</b>  |                   |
|--|-------------------|
| National Renewables Coop Org (NRCO)                          | \$ 54,458         |
| National Rural Electric Coop Assn (includes payment for CRN) | 61,725            |
|  | <u>\$ 116,183</u> |

| <b>2011</b>  |                  |
|--|------------------|
| National Renewables Coop Org (NRCO)                          | \$ 52,783        |
| National Rural Electric Coop Assn (includes payment for CRN) | 16,791           |
|  | <u>\$ 69,574</u> |

| <b>2010</b>  |                  |
|--|------------------|
| National Renewables Coop Org (NRCO)                          | \$ 35,300        |
| National Rural Electric Coop Assn (includes payment for CRN) | 16,754           |
|  | <u>\$ 52,054</u> |



**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
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**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 51)** *Provide the average number of retail customers on the system (actual or*  
2 *projected), by rate schedule, for the base period and the three most recent calendar*  
3 *years.*

4

5 **Response)** Please see the schedule attached hereto, showing the retail customer  
6 information for Big Rivers' Members.

7

8 **Witness)** Billie J. Richert

9

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Average Number of Retail Customers by Rate Schedule**  
**For the Base Period and Three Most Recent Calendar Years 2012, 2011 and 2010**

| <b>Kenergy Corp. Average Monthly Billing per Rate Code</b> |                                  |                    |               |               |               |
|--|----------------------------------|--------------------|---------------|---------------|---------------|
| <b>Line No.</b>  | <b>Classification</b>            | <b>Base Period</b> | <b>2012</b>   | <b>2011</b>   | <b>2010</b>   |
| 1  | Residential                      | 45,337             | 45,229        | 45,294        | 45,201        |
| 2  | Commercial Single Phase          | 9,125              | 9,053         | 8,823         | 8,749         |
| 3  | Commercial Three Phase < 1000 kw | 1,052              | 1,019         | 979           | 931           |
| 4  | Commercial Three Phase > 1000 kw | 15                 | 15            | 14            | 13            |
| 5  | Lighting                         | 82                 | 82            | 78            | 76            |
| 6  | Direct Serves Class A            | 2                  | 2             | 2             | 2             |
| 7  | Direct Serves Class B            | 3                  | 3             | 3             | 3             |
| 8  | Direct Serves Class C            | 16                 | 16            | 16            | 16            |
| 9  | Total                            | <u>55,632</u>      | <u>55,419</u> | <u>55,209</u> | <u>54,991</u> |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Average Number of Retail Customers by Rate Schedule**  
**For the Base Period and Three Most Recent Calendar Years 2012, 2011 and 2010**

| <b>Jackson Purchase Energy Corporation Average Monthly Billing per Rate Code</b> |                       |                    |               |               |               |
|--|-----------------------|--------------------|---------------|---------------|---------------|
| <b>Line No.</b>  | <b>Classification</b> | <b>Base Period</b> | <b>2012</b>   | <b>2011</b>   | <b>2010</b>   |
| 1  | Outdoor Light Only    | 82                 | 84            | 84            | 82            |
| 2  | 1R                    | 26,006             | 25,848        | 25,958        | 25,917        |
| 3  | 2R                    | 2,544              | 2,416         | 2,237         | 2,202         |
| 4  | 3R                    | 428                | 406           | 386           | 370           |
| 5  | 7R                    | 2                  | 2             | 2             | 2             |
| 6  | 8R                    | -                  | -             | -             | -             |
| 7  | 9R                    | 599                | 594           | 587           | 573           |
| 8  | Total                 | <u>29,661</u>      | <u>29,350</u> | <u>29,254</u> | <u>29,146</u> |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Average Number of Retail Customers by Rate Schedule**  
**For the Base Period and Three Most Recent Calendar Years 2012, 2011 and 2010**

| <b>Meade County Rural Electric Cooperative Corporation Average Monthly Billing per Rate Code</b> |                            |                    |               |               |               |
|--|----------------------------|--------------------|---------------|---------------|---------------|
| <b>Line No.</b>  | <b>Classification</b>      | <b>Base Period</b> | <b>2012</b>   | <b>2011</b>   | <b>2010</b>   |
| 1  | Sch 3 & 8 FARM             | 23,381             | 23,167        | 23,114        | 23,294        |
| 2  | Sch 1 & 7 NON-FARM         | 3,003              | 3,095         | 3,013         | 2,680         |
| 3  | Sch 6 SCHOOLS & CHS        | 191                | 241           | 276           | 239           |
| 4  | Sch 2 SM COMMERCIAL        | 1,738              | 1,754         | 1,748         | 1,709         |
| 5  | Sch 3A 5 SM COMMERCIAL     | -                  | -             | 1             | 1             |
| 6  | Sch 3 4 LG POWER           | 338                | 328           | 321           | 338           |
| 7  | Sch 6 PUBLIC STREET LIGHTS | 6                  | 7             | 6             | 9             |
| 8  | Total                      | <u>28,657</u>      | <u>28,592</u> | <u>28,479</u> | <u>28,270</u> |

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
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Dated June 10, 2013**

**July 12, 2013**

1 **Item 52)** *Provide a complete description of the financial reporting and rate*  
2 *making treatment of Big Rivers' pension costs.*

3

4 **Response)** Pension benefits are considered payroll related overhead expenses and  
5 functionalized to the appropriate RUS labor accounts based on RUS accounting  
6 requirements. The pension benefit expense is reported on both Big Rivers' RUS Form 12  
7 and the annual audited Statement of Operations as operation and maintenance expenses  
8 according to how labor and related overheads are functionalized during the period. The  
9 accrued pension benefit is recorded on the Balance Sheet as a noncurrent asset, current  
10 liability, or noncurrent liability based on its funded status and in accordance with SFAS  
11 No. 158 requirements. If the pension plan is overfunded, the net amount in excess of  
12 accrued pension benefits is recorded as a noncurrent asset in RUS Account No. 186 and  
13 reported on the Big Rivers' RUS Form 12 Balance Sheet as Other Deferred Debits, and  
14 reflected in Big Rivers' audited Balance Sheet as Deferred Charges and Other. If the  
15 pension plan is underfunded, the accrued pension benefits are recorded as a current or  
16 noncurrent liability, as appropriate. The current liability portion of accrued pension

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1 benefits is recorded in RUS Account No. 232 and reported on both Big Rivers' RUS  
2 Form 12 and annual audited Balance Sheets as Accounts Payable. The noncurrent  
3 liability portion of accrued postretirement benefit liability is recorded in RUS Account  
4 No. 228 and reported on Big Rivers' Form 12 Balance Sheet as Accumulated Operating  
5 Provisions and Asset Retirement Obligations, and reflected in Big Rivers' audited  
6 Balance Sheet as Other Liabilities.

7

8 **Witness)** James V. Haner

9

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION  
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1 **Item 53) For each of the following Statements of Financial Accounting Standards**  
2 **(“SFAS”), provide the information listed concerning implementation by Big Rivers.**

3 **a. SFAS No. 106, “Employers’ Accounting for Postretirement Benefits Other**  
4 **Than Pensions.”**

5 **(1) The date that Big Rivers adopted the SFAS.**

6 **(2) The effect on the financial statements.**

7 **(3) Whether the base period or forecasted test period includes any**  
8 **impact of the implementation. If so, provide a detailed description**  
9 **of the impact.**

10 **b. SFAS No. I 12, “Employers’ Accounting for Postretirement Benefits.”**

11 **(1) The date that Big Rivers adopted the SFAS.**

12 **(2) The effect on the financial statements.**

13 **(3) Whether the base period or forecasted test period includes any**  
14 **impact of the implementation. If so, provide a detailed description**  
15 **of the impact.**

16 **c. SFAS No. 143, “Accounting for Asset Retirement Obligations.”**

17 **(1) The date that Big Rivers adopted the SFAS.**

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1                   (2) *The effect on the financial statements.*

2                   (3) *Whether the base period or forecasted test period includes any*  
3                                 *impact of the implementation. If so, provide a detailed description*  
4                                 *of the impact.*

5           d. *A schedule comparing the depreciation rates utilized by Big Rivers prior to and*  
6                                 *after the adoption of SFAS No. 143. The schedule should identify the assets*  
7                                 *corresponding to the affected depreciation rates.*

8           e. *SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and Other*  
9                                 *Postretirement Plans."*

10                         (1) *The date that Big Rivers adopted the SFAS.*

11                         (2) *The effect on the financial statements.*

12                         (3) *Whether the base period or forecasted test period includes any*  
13                                 *impact of the implementation. If so, provide a detailed description*  
14                                 *of the impact.*

15

16    Response)



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1 a. SFAS No. 106, "Employers' Accounting for Postretirement Benefits Other  
2 Than Pensions.

3 (1) Big Rivers adopted SFAS No. 106 effective as of January 1, 1993.

4 (2) Postretirement benefits are considered payroll related overhead  
5 expenses and functionalized to the appropriate RUS labor accounts  
6 based on RUS accounting requirements. The postretirement benefit  
7 expense is reported on both Big Rivers' RUS Form 12 and annual  
8 audited Statement of Operations as operation and maintenance  
9 expenses according to how labor and related overheads are  
10 functionalized during the period. The accrued postretirement  
11 benefit liability is recorded on the Balance Sheet to current or  
12 noncurrent liability accounts based on SFAS No. 158 requirements.  
13 The current liability portion of accrued postretirement benefits is  
14 recorded in RUS Account No. 232 and reported on both Big Rivers'  
15 RUS Form 12 and the annual audited Balance Sheet as Accounts  
16 Payable. The noncurrent liability portion of accrued postretirement  
17 benefit liability is recorded in Big Rivers' RUS Account No. 228

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**Response to PSC 1-53**

**Witnesses: James V. Haner & Billie J. Richert**

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1 and reported on Big Rivers' RUS Form 12 Balance Sheet as  
2 Accumulated Operating Provisions and Asset Retirement  
3 Obligations, and reflected in Big Rivers' audited Balance Sheet as  
4 Other Liabilities.

5 (3) For the base period and the forecasted test period, SFAS No. 106  
6 impacted Big Rivers' Statement of Operations with charges of  
7 \$1,298,562 and \$1,107,106, respectively.

8 b. SFAS No. 112, "Employers' Accounting for Postretirement Benefits."

9 (1) Big Rivers adopted SFAS No. 112 effective as of January 1,  
10 1994.

11 (2) Post-employment benefit expense is recorded in RUS Account  
12 No. 926 and reported on Big Rivers' RUS Form 12 Statement of  
13 Operations as Operating Expense – Administrative & General,  
14 and reflected in Big Rivers' annual audited Statement of  
15 Operations as Transmission and Other. The accrued post-  
16 employment benefit liability is recorded in RUS Account No.  
17 228 and reported on Big Rivers' RUS Form 12 Balance Sheet as

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1 Accumulated Operating Provisions and Asset Retirement  
2 Obligations, and reflected in Big Rivers' audited Balance Sheet  
3 as Other Liabilities.

4 (3) For the base period and the forecasted test period, SFAS No.  
5 112 impacted Big Rivers' Statement of Operations with charges  
6 of \$232,500 and \$300,000, respectively.

7  
8 c. SFAS No. 143, "Accounting for Asset Retirement Obligations."

9 (1) Big Rivers adopted SFAS No. 143 as of January 1, 2003.

10 (2) As a result of the adoption of SFAS No. 143, no legal  
11 obligations, as defined by the accounting standard, were  
12 identified and accordingly the adoption of the standard had no  
13 effect on Big Rivers' financial statements.

14 (3) The base period and forecasted test period are not impacted as a  
15 result of the implementation of SFAS No. 143.

16 d. The attached schedule compares the depreciation rates utilized by Big  
17 Rivers prior to and after the adoption of SFAS No. 143. A review of the

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1 schedule reflects no changes in the depreciation rates as a result of  
2 adopting SFAS No. 143.

3 e. SFAS No. 158, "Employers' Accounting for Defined Benefit Pension and  
4 Other Postretirement Plans."

5 (1) Big Rivers adopted SFAS No. 158 for the year ended December  
6 31, 2007.

7 (2) SFAS No. 158 requires Big Rivers to recognize the funded  
8 status of its defined benefit pension plans and other  
9 postretirement plans on its Balance Sheet. SFAS No. 158  
10 defines the funded status of a defined benefit pension plan as the  
11 fair value of its assets less its projected benefit obligation, which  
12 includes projected salary increases; and defines the funded  
13 status of any other postretirement plan as the fair value of its  
14 assets less its accumulated postretirement benefit obligation. At  
15 December 31, 2012, Big Rivers' defined benefit pension plans  
16 were recorded with both a "current liability" portion (amounts  
17 anticipated to be paid in 2013) and a "noncurrent liability"

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1 portion (amounts anticipated to be paid after 2013). These  
2 defined benefit pension plan liabilities were offset on the  
3 Balance Sheet with a charge to “accumulated other  
4 comprehensive income.” Big Rivers’ postretirement benefit is  
5 unfunded and was recorded in 2012 with both a “current  
6 liability” portion (amounts anticipated to be paid in 2013) and a  
7 “noncurrent liability” portion (amounts anticipated to be paid  
8 after 2013). These postretirement benefit liabilities were offset  
9 by a charge to “accumulated other comprehensive income.”

10 (3) SFAS No. 158 recognizes on Big Rivers’ Balance Sheet the  
11 funded status of its defined benefit pension plans and other  
12 postretirement plans. There are no additional costs related to  
13 Big Rivers’ defined benefit pension plans and other  
14 postretirement plans as a result of adopting SFAS No. 158.  
15 Therefore, there are no costs related specifically to the adoption  
16 of SFAS No. 158 included in the base period or forecasted test  
17 period.

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1

2 **Witnesses)** James V. Haner (Sub-parts a., b., and e.)

3 Billie J. Richert (Sub-parts c. and d.)

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**Attachment to Response for PSC 1-53(d)  
Comparison of Depreciation Rates**

| Account Number | Item                             | Depreciation Rate Prior to Adoption of SFAS 143 | Depreciation Rate After Adoption of SFAS 143 | Change in Depreciation Rate due to Adoption of SFAS 143 |
|----------------|----------------------------------|---|--|---|
|                |                                  | Annual %  | Annual %                                     | Annual %  |
| 10103010       | ORGANIZATION                     | 0.00  | 0.00   | 0.00  |
| 10103020       | FRANCHISES AND CONSENTS          | 0.00  | 0.00   | 0.00  |
| 10103101       | LAND AND LAND RIGHTS REID        | 0.00  | 0.00   | 0.00  |
| 10103102       | LAND AND LAND RIGHTS COLEMAN     | 0.00  | 0.00   | 0.00  |
| 10103103       | LAND AND LAND RIGHTS GREEN       | 0.00  | 0.00   | 0.00  |
| 10103104       | LAND AND LAND RIGHTS WILSON      | 0.00  | 0.00   | 0.00  |
| 10103111       | STRUCTURES AND IMPROVEMENTS REID | 1.71  | 1.71   | 0.00  |
| 10103112       | STRUCTURES AND IMPROVEMENTS COLE | 1.71  | 1.71   | 0.00  |
| 10103113       | STRUCTURES AND IMPROVEMENTS GREE | 1.71  | 1.71   | 0.00  |
| 10103114       | STRUCTURES AND IMPROVEMENTS WILS | 1.71  | 1.71   | 0.00  |
| 10103115       | HMP&L STATION 2-STRUCTURES       | 1.71  | 1.71   | 0.00  |
| 10103116       | COMMON FOR REID & STATION 2-STR  | 1.71  | 1.71   | 0.00  |
| 10103117       | COMMON FOR REID, GREEN & STATIO  | 1.71  | 1.71   | 0.00  |
| 10103119       | STRUCTURES-CENTRAL MACHINE SHOP  | 1.71  | 1.71   | 0.00  |
| 10103120       | CENTRAL LAB EQUIPMENT-COAL ANAL  | 1.79  | 1.79   | 0.00  |

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**Witness: Billie J. Richert**

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**Attachment to Response for PSC 1-53(d)  
Comparison of Depreciation Rates**

| <b>Account Number</b> | <b>Item</b>                     | <b>Depreciation Rate Prior to Adoption of SFAS 143</b> | <b>Depreciation Rate After Adoption of SFAS 143</b> | <b>Change in Depreciation Rate due to Adoption of SFAS 143</b> |
|-----------------------|---------------------------------|--|---|--|
|                       |                                 | <b>Annual %</b>  | <b>Annual %</b>                                     | <b>Annual %</b>  |
| 10103121              | BOILER PLANT EQUIPMENT REID     | 1.79   | 1.79  | 0.00   |
| 10103122              | BOILER PLANT EQUIPMENT COLEMAN  | 1.79   | 1.79  | 0.00   |
| 10103123              | BOILER PLANT EQUIPMENT GREEN    | 1.79   | 1.79  | 0.00   |
| 10103124              | BOILER PLANT EQUIPMENT WILSON   | 1.79   | 1.79  | 0.00   |
| 10103125              | HMP&I STATION II-BOILER PLANT E | 1.79   | 1.79  | 0.00   |
| 10103126              | BOILER PLANT EQUIPMENT-REID/STA | 1.79   | 1.79  | 0.00   |
| 10103127              | BOILER PLANT EQUIPMENT-REID/GRE | 1.79   | 1.79  | 0.00   |
| 10103128              | BOILER PLANT EQUIPMENT-BARGES   | 1.79   | 1.79  | 0.00   |
| 1010312A              | CENTRAL LAB EQUIP-COAL-CLEAN AI | 1.89   | 1.89  | 0.00   |
| 1010312B              | BOILER PLANT EQUIP-CLEAN AIR-RE | 1.89   | 1.89  | 0.00   |
| 1010312C              | BOILER PLANT EQUIP-CLEAN AIR-CO | 1.89   | 1.89  | 0.00   |
| 1010312D              | BOILER PLANT EQUIP-CLEAN AIR-GR | 1.89   | 1.89  | 0.00   |
| 1010312E              | BOILER PLANT EQUIP-CLEAN AIR-WI | 1.89   | 1.89  | 0.00   |
| 1010312F              | BOILER PLANT EQUIP-CLEAN AIR-HM | 1.89   | 1.89  | 0.00   |
| 1010312G              | BOILER PLANT EQUIP-CLEAN AIR-RE | 1.89   | 1.89  | 0.00   |

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Comparison of Depreciation Rates**

| Account Number | Item                            | Depreciation Rate Prior to Adoption of SFAS 143 | Depreciation Rate After Adoption of SFAS 143 | Change in Depreciation Rate due to Adoption of SFAS 143 |
|----------------|---------------------------------|---|--|---|
|                |                                 | Annual %  | Annual %                                     | Annual %  |
| 1010312J       | BOILER PLANT EQUIP-CLEAN AIR-GR | 1.89  | 1.89   | 0.00  |
| 1010312K       | BOILER PLANT EQUIP-CLEAN AIR-HM | 1.89  | 1.89   | 0.00  |
| 10103141       | TURBO-GENERATOR UNITS REID      | 1.66  | 1.66   | 0.00  |
| 10103142       | TURBO-GENERATOR UNITS COLEMAN   | 1.66  | 1.66   | 0.00  |
| 10103143       | TURBO-GENERATOR UNITS GREEN     | 1.66  | 1.66   | 0.00  |
| 10103144       | TURBO-GENERATOR UNITS WILSON    | 1.66  | 1.66   | 0.00  |
| 10103145       | TURBO GENERATOR UNITS-HMP&L-STA | 1.66  | 1.66   | 0.00  |
| 10103146       | COMMON FOR REID & STATION 2     | 1.66  | 1.66   | 0.00  |
| 10103147       | COMMON FOR REID, GREEN & STATIO | 1.66  | 1.66   | 0.00  |
| 10103151       | ACCESSORY ELECTRIC EQUIPMENT RE | 1.60  | 1.60   | 0.00  |
| 10103152       | ACCESSORY ELECTRIC EQUIPMENT CO | 1.60  | 1.60   | 0.00  |
| 10103153       | ACCESSORY ELECTRIC EQUIPMENT GR | 1.60  | 1.60   | 0.00  |
| 10103154       | ACCESSORY ELECTRIC EQUIPMENT WI | 1.60  | 1.60   | 0.00  |
| 10103155       | HMP&L STATION 2-ACCESS,ELECTRIC | 1.60  | 1.60   | 0.00  |
| 10103159       | CENTRAL MACHINE SHOP            | 1.60  | 1.60   | 0.00  |

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| Account Number | Item                                  | Depreciation Rate Prior to Adoption of SFAS 143 | Depreciation Rate After Adoption of SFAS 143 | Change in Depreciation Rate due to Adoption of SFAS 143 |
|----------------|---------------------------------------|---|--|---|
|                |                                       | Annual %  | Annual %                                     | Annual %  |
| 10103160       | CENTRAL LAB EQUIPMENT-GENERAL         | 1.83  | 1.83   | 0.00  |
| 10103161       | MISC. POWER PLANT EQUIPMENT REI       | 1.83  | 1.83   | 0.00  |
| 10103162       | MISC. POWER PLANT EQUIPMENT COL       | 1.83  | 1.83   | 0.00  |
| 10103163       | MISC. POWER PLANT EQUIPMENT GRE       | 1.83  | 1.83   | 0.00  |
| 10103164       | MISC. POWER PLANT EQUIPMENT WIL       | 1.83  | 1.83   | 0.00  |
| 10103165       | HMP&L STATION 2-MISC PLANT EQUI       | 1.83  | 1.83   | 0.00  |
| 10103166       | COMMON FOR REID & STATION 2           | 1.83  | 1.83   | 0.00  |
| 10103167       | COMMON FOR REID, GREEN & STATIO       | 1.83  | 1.83   | 0.00  |
| 10103169       | MISC EQUIPMENT-CENTRAL MACHINE        | 1.83  | 1.83   | 0.00  |
| 10103401       | LAND/LAND RIGHTS - COMBUSTION TURBINE | 0.00  | 0.00   | 0.00  |
| 10103410       | STRUCTURES AND IMPROVEMENTS-GAS       | 2.31  | 2.31   | 0.00  |
| 10103420       | FUEL HOLDERS, PRODUCERS & ACCES       | 2.32  | 2.32   | 0.00  |
| 10103430       | PRIME MOVERS-GAS TURBINE              | 2.47  | 2.47   | 0.00  |
| 10103440       | GENERATORS-GAS TURBINE                | 2.23  | 2.23   | 0.00  |
| 10103450       | ACCESSORY ELECTRIC EQUIPMENT-GA       | 2.23  | 2.23   | 0.00  |

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Comparision of Depreciation Rates**

| Account Number | Item                            | Depreciation Rate Prior to Adoption of SFAS 143 | Depreciation Rate After Adoption of SFAS 143 | Change in Depreciation Rate due to Adoption of SFAS 143 |
|----------------|---------------------------------|---|--|---|
|                |                                 | Annual %  | Annual %                                     | Annual %  |
| 10103500       | LAND RIGHT OF WAYS-TRANSMISSION | 2.23  | 2.23   | 0.00  |
| 10103501       | LAND-TRANSMISSION               | 0.00  | 0.00   | 0.00  |
| 10103520       | STRUCTURES AND IMPROVEMENTS TRA | 1.76  | 1.76   | 0.00  |
| 10103521       | STRUCTURES-REID SWITCHYARD      | 1.76  | 1.76   | 0.00  |
| 10103522       | STRUCTURES-COLEMAN SWITCHYARD   | 1.76  | 1.76   | 0.00  |
| 10103524       | STRUCTURES-WILSON SWITCHYARD    | 1.76  | 1.76   | 0.00  |
| 10103530       | STATION EQUIPMENT               | 2.22  | 2.22   | 0.00  |
| 10103531       | STATION EQUIPMENT-REID SWITCHYA | 2.22  | 2.22   | 0.00  |
| 10103532       | STATION EQUIPMENT-COLEMAN SWITC | 2.22  | 2.22   | 0.00  |
| 10103533       | STATION EQUIPMENT-GREEN SWITCHY | 2.22  | 2.22   | 0.00  |
| 10103534       | STATION EQUIPMENT-WILSON SWITCH | 2.22  | 2.22   | 0.00  |
| 10103540       | TOWERS AND FIXTURES             | 2.28  | 2.28   | 0.00  |
| 10103541       | TOWERS-REID SWITCHYARD          | 2.28  | 2.28   | 0.00  |
| 10103550       | POLES AND FIXTURES              | 3.24  | 3.24   | 0.00  |
| 10103551       | POLES AND FIXTURES - SPECIAL    | 3.24  | 3.24   | 0.00  |

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**Attachment to Response for PSC 1-53(d)  
Comparison of Depreciation Rates**

| Account Number | Item                            | Depreciation Rate Prior to Adoption of SFAS 143 | Depreciation Rate After Adoption of SFAS 143 | Change in Depreciation Rate due to Adoption of SFAS 143 |
|----------------|---------------------------------|---|--|---|
|                |                                 | Annual %  | Annual %                                     | Annual %  |
| 10103560       | OVERHEAD CONDUCTOR AND DEVICES  | 2.47  | 2.47   | 0.00  |
| 10103561       | OVERHEAD CONDUCTOR AND DEVICES  | 2.47  | 2.47   | 0.00  |
| 10103890       | LAND AND LAND RIGHTS GENERAL PL | 0.00  | 0.00   | 0.00  |
| 10103900       | STRUCTURES AND IMPROVEMENTS GEN | 2.59  | 2.59   | 0.00  |
| 10103910       | OFFICE FURNITURE AND EQUIPMENT  | 1.11  | 1.11   | 0.00  |
| 10103912       | COMPUTER EQUIPMENT AND SOFTWARE | 1.11  | 1.11   | 0.00  |
| 10103916       | OFFICE FURN & EQUIP-REID, STATI | 1.11  | 1.11   | 0.00  |
| 10103917       | OFFICE FURN & EQUIP-REID, GREEN | 1.11  | 1.11   | 0.00  |
| 10103922       | TRANSPORTATION EQUIPMENT-AUTO   | 5.62  | 5.62   | 0.00  |
| 10103923       | TRANSPORTATION EQUIP-TRANSMISSI | 5.62  | 5.62   | 0.00  |
| 10103930       | STORES EQUIPMENT                | 3.57  | 3.57   | 0.00  |
| 10103940       | TOOLS, SHOP, AND GARAGE EQUIPME | 2.85  | 2.85   | 0.00  |
| 10103950       | LABORATORY EQUIPMENT            | 2.86  | 2.86   | 0.00  |
| 10103960       | POWER OPERATED EQUIPMENT        | 3.70  | 3.70   | 0.00  |
| 10103961       | GO-TRACT VEHICLE #103           | 3.70  | 3.70   | 0.00  |

**Case No. 2013-00199**

**Attachment to Response for PSC 1-53(d)**

**Witness: Billie J. Richert**

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**Big Rivers Electric Corporation  
Case No. 2013-00199**

**Attachment to Response for PSC 1-53(d)  
Comparison of Depreciation Rates**

| Account Number | Item                            | Depreciation Rate<br>Prior<br>to Adoption of<br>SFAS 143 | Depreciation Rate<br>After<br>Adoption of<br>SFAS 143 | Change in<br>Depreciation Rate<br>due to Adoption of<br>SFAS 143 |
|----------------|---------------------------------|--|---|--|
|                |                                 | Annual %   | Annual %  | Annual %   |
| 10103970       | COMMUNICATION EQUIPMENT         | 4.35   | 4.35  | 0.00   |
| 10103980       | MISCELLANEOUS EQUIPMENT         | 5.44   | 5.44  | 0.00   |
| 10103987       | MISC EQUIPMENT-REID, GREEN, STA | 5.44   | 5.44  | 0.00   |
| 10113525       | STRUCTURES AND IMPROVEMENTS-KU  | 1.76   | 1.76  | 0.00   |
| 10113535       | STATION EQUIPMENT-KU            | 2.22   | 2.22  | 0.00   |
| 10113545       | TOWERS-KU                       | 2.28   | 2.28  | 0.00   |
| 10113555       | POLES AND FIXTURES-KU           | 3.24   | 3.24  | 0.00   |
| 10113565       | OVHD CONDUCTORS AND DEVICES-KU  | 2.47   | 2.47  | 0.00   |
|                |                                 |  |   |  |

**Case No. 2013-00199**

**Attachment to Response for PSC 1-53(d)**

**Witness: Billie J. Richert**

**Page 7 of 7**

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 54)** *Provide the following information concerning the costs for the*  
2 *preparation of this case:*

3 *a. A detailed schedule of expenses incurred to date for the following*  
4 *categories:*

5 *(1) Accounting;*

6 *(2) Engineering;*

7 *(3) Legal;*

8 *(4) Consultants; and*

9 *(5) Other Expenses (Identify separately).*

10 *For each category, the schedule should include the date of each*  
11 *transaction, check number or other document reference, the vendor,*  
12 *the hours worked, the rates per hour, amount, a description of the*  
13 *services performed, and the account number in which the*  
14 *expenditure was recorded. Provide copies of contracts or other*  
15 *documentation that support charges incurred in the preparation of*

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1                    *this case. Identify any costs incurred for this case that occurred*  
2                    *during the base period.*

3                    *b. An itemized estimate of the total cost to be incurred for this case.*  
4                    *Expenses should be broken down into the same categories as*  
5                    *identified in (a) above, with an estimate of the hours to be worked and*  
6                    *the rates per hours. Include a detailed explanation of how the*  
7                    *estimate was determined, along with all supporting workpapers and*  
8                    *calculations.*

9                    *c. Provide monthly updates of the actual costs incurred in conjunction*  
10                   *with this rate case, reported in the manner requested in (a) above.*  
11                   *Updates will be due when Big Rivers files its monthly financial*  
12                   *statements with the Commission, through the month of the public*  
13                   *hearing.*

14

15    **Response)**

16                   a. A detailed schedule of third-party costs incurred by Big Rivers, by

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 invoice, for this proceeding for the period February 2013 through May  
2 2013 is attached hereto. Copies of the portions of each invoice related  
3 to this case in support of all charges are also attached. Copies of  
4 contracts and other documentation supporting the charges are attached  
5 to the response to Item 45. All of the costs reflected in this response  
6 were incurred during the base period.

7 b. The total projected expenses for professional services to be incurred for  
8 this case are approximately \$1.4 million. This amount includes  
9 estimated expenses for: (i) direct legal expenses associated with this  
10 case, (ii) the completion of a cost of service study required as part of  
11 this case, and (iii) additional/potential expert witnesses and/or  
12 consultants needed during the course of this case.

13 The total estimate for professional service expenses to be incurred  
14 for this case was developed based on a variety of factors including, but  
15 not limited to: (i) Big Rivers' experience in previous rate case  
16 proceedings, (ii) analysis of the various filing requirements and  
17 anticipated workloads, (iii) additional complexities associated with a



**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 rate case using a fully forecasted test period, and (iv) hourly rate  
2 information provided by external service providers. An itemized  
3 estimate of the total cost to be incurred for this case, including an  
4 estimate of the hours to be worked and rates per hour, is provided as an  
5 attachment to this response. The supporting workpapers, used to  
6 develop the estimated professional service expenses to be incurred for  
7 this case, are also included as a separate attachment to this response.

8 c. Big Rivers will provide monthly updates of the actual costs incurred in  
9 conjunction with this rate case, in the format set forth in (a) above.

10

11 **Witness)** DeAnna M. Speed

12

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Detailed Schedule of Rate Case Costs Incurred-To-Date**

| <b>Line No.</b> | <b>Month Booked</b> | <b>Check Number</b> | <b>Vendor</b>                                 | <b>Invoice Number</b>        | <b>Amount</b> |
|-----------------|---------------------|---------------------|---|------------------------------|---------------|
| 1               | Feb-2013            | 527930              | Catalyst Consulting LLC                       | 140                          | \$ 7,061.99   |
| 2               | Feb-2013            | 528085              | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 116,824                      | 2,967.50      |
| 3               | Mar-2013            | 529191              | Catalyst Consulting LLC                       | 143                          | 1,225.00      |
| 4               | Mar-2013            | 529374              | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 117,246                      | 17.00         |
| 5               | Apr-2013            | 529812              | Catalyst Consulting LLC                       | 146                          | 10,044.57     |
| 6               | Apr-2013            | 530197              | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 117,671                      | 3,147.00      |
| 7               | May-2013            | 530669              | Catalyst Consulting LLC                       | 149                          | 22,976.43     |
| 8               | May-2013            | 531032              | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 118,098                      | 8,847.00      |
| 9               | May-2013            | 530681              | Daniel M. Walker                              | Professional Services May-13 | 13,933.06     |
| 10              |                     |                     | Total - February 2013 through May 2013        |                              | \$ 70,219.55  |
| 11              |                     |                     |   |                              |               |

Note 1: Costs associated with this Rate Case are currently booked to a deferred debit account on the balance sheet pending approval from the Public Service Commission of Kentucky to defer costs in a regulatory asset to be amortized over three years.

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Detailed Schedule of Rate Case Costs Incurred-To-Date**

| Line No. | Month Booked | Check Number | Vendor  | Account No. | Description | Base Period |
|----------|--------------|--------------|---|-------------|-------------|-------------|
| 1        | Feb-2013     | 527930       | Catalyst Consulting LLC                       | 186         | Consulting  | Note 1      |
| 2        | Feb-2013     | 528085       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 186         | Legal       | Note 1      |
| 3        | Mar-2013     | 529191       | Catalyst Consulting LLC                       | 186         | Consulting  | Note 1      |
| 4        | Mar-2013     | 529374       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 186         | Legal       | Note 1      |
| 5        | Apr-2013     | 529812       | Catalyst Consulting LLC                       | 186         | Consulting  | Note 1      |
| 6        | Apr-2013     | 530197       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 186         | Legal       | Note 1      |
| 7        | May-2013     | 530669       | Catalyst Consulting LLC                       | 186         | Consulting  | Note 1      |
| 8        | May-2013     | 531032       | Sullivan, Mountjoy, Stainback & Miller P.S.C. | 186         | Legal       | Note 1      |
| 9        | May-2013     | 530681       | Daniel M. Walker                              | 186         | Legal       | Note 1      |
| 10       |              |              | Total - February 2013 through May 2013        |             |             |             |
| 11       |              |              |   |             |             |             |

Note 1: Costs associated with this Rate Case are currently booked to a deferred debit account on the balance sheet pending approval from the Public Service Commission of Kentucky to defer costs in a regulatory asset to be amortized over three years.

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Cost Estimate of Third-Party Engineering, Legal and Consulting for Case No. 2013-00199**

| <b>Line No.</b> | <b>Vendor</b>                                 | <b># Hours</b> | <b>Rate/Hour</b> | <b>Amount</b> | <b>Description</b> |
|-----------------|---|----------------|------------------|---------------|--------------------|
| 1               | Burns & McDonnell Engineering Co., Inc.       |                |                  |               | Engineering        |
| 2               | Director                                      | 10.0           | \$ 210.00        | \$ 2,100.00   | Engineering        |
| 3               | Project Manager                               | 102.0          | \$ 175.00        | 17,850.00     | Engineering        |
| 4               | Engineer                                      | 48.0           | \$ 165.00        | 7,920.00      | Engineering        |
| 5               | Project Analyst                               | 48.0           | \$ 115.00        | 5,520.00      | Engineering        |
| 6               | Out-of-Pocket Expenses                        |                |                  | 3,600.00      |                    |
| 7               | Total Burns & McDonnell Engineering Co., Inc. | 208.0          |                  | \$ 36,990.00  | Engineering        |
| 8               |   |                |                  |               |                    |
| 9               | Catalyst Consulting LLC                       |                |                  |               |                    |
| 10              | Consultant                                    | 1,258.0        | \$ 175.00        | \$ 220,150.00 | Consulting         |
| 11              | Associate (1)                                 | 30.0           | \$ 175.00        | 5,250.00      | Consulting         |
| 12              | Associate (2)                                 | 235.0          | \$ 150.00        | 35,250.00     | Consulting         |
| 13              | Out-of-Pocket Expenses                        |                |                  | 10,550.00     | Consulting         |
| 14              | Total Catalyst Consulting LLC                 | 1,523.0        |                  | \$ 271,200.00 | Consulting         |
| 15              |   |                |                  |               |                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Cost Estimate of Third-Party Engineering, Legal and Consulting for Case No. 2013-00199**

| Line No. | Vendor   | # Hours | Rate/Hour | Amount        | Description |
|----------|--|---------|-----------|---------------|-------------|
| 16       | Dinsmore & Shohl LLP                                 |         |           |               | Legal       |
| 17       | Partner (1)  | 788.0   | \$ 300.00 | \$ 236,400.00 | Legal       |
| 18       | Partner (2)  | 4.0     | \$ 430.00 | \$ 1,720.00   | Legal       |
| 19       | Associate(s)   | 735.0   | \$ 245.00 | 180,075.00    | Legal       |
| 20       | Paralegal(s)   | 158.0   | \$ 185.00 | 29,230.00     | Legal       |
| 21       | Out-of-Pocket Expenses                               |         |           | 12,950.00     | Legal       |
| 22       | Total Dinsmore & Shohl LLP                           | 1,685.0 |           | \$ 460,375.00 | Legal       |
| 23       |  |         |           |               |             |
| 24       | Sullivan, Mountjoy, Stainback & Miller, P.S.C.       |         |           |               | Legal       |
| 25       | Partner  | 531.0   | \$ 220.00 | \$ 116,820.00 | Legal       |
| 26       | Attorney   | 1,244.0 | \$ 170.00 | 211,480.00    | Legal       |
| 27       | Associate(s)   | 18.0    | \$ 80.00  | 1,440.00      | Legal       |
| 28       | Out-of-Pocket Expenses                               |         |           | 1,600.00      | Legal       |
| 29       | Total Sullivan, Mountjoy, Stainback & Miller, P.S.C. | 1,793.0 |           | \$ 331,340.00 | Legal       |
| 30       |  |         |           |               |             |
| 31       | ACES Power Marketing LLC                             |         |           |               | Consulting  |
| 32       | Consultant   |         |           | \$ 25,000.00  | Consulting  |
| 33       | Out-of-Pocket Expenses                               |         |           | -             | Consulting  |
| 34       | Total ACES Power Marketing LLC                       |         |           | \$ 25,000.00  | Consulting  |

**Case No. 2013-00199**

**Attachment for Item PSC 1-54b**

**Witness: DeAnna M. Speed**

**Big Rivers Electric Corporation**

**Case No. 2013-00199**

**Cost Estimate of Third-Party Engineering, Legal and Consulting for Case No. 2013-00199**

| <b>Line No.</b> | <b>Vendor</b>                       | <b># Hours</b> | <b>Rate/Hour</b> | <b>Amount</b>   | <b>Description</b> |
|-----------------|-------------------------------------|----------------|------------------|-----------------|--------------------|
| 35              |                                     |                |                  |                 |                    |
| 36              | Other                               |                |                  |                 |                    |
| 37              | Expert Witnesses                    |                |                  | \$ 52,000.00    | Legal/Consulting   |
| 38              | Consulting/Legal                    |                |                  | \$ 200,000.00   | Legal/Consulting   |
| 39              | TIER Analysis Activities-Dan Walker |                |                  | \$ 25,000.00    | Legal              |
| 40              | Out-of-Pocket Expenses              |                |                  | 4,200.00        | Legal/Consulting   |
| 41              | Total Other                         | -              |                  | \$ 281,200.00   | Legal/Consulting   |
| 42              |                                     |                |                  |                 |                    |
| 43              |                                     |                |                  |                 |                    |
| 44              | Total Estimated Cost                | 5,209.0        |                  | \$ 1,406,105.00 |                    |

**Case No. 2013-00199**

**Attachment for Item PSC 1-54b**

**Witness: DeAnna M. Speed**

**Page 5 of 5**

**Big Rivers Electric Corporation**

**Case No. 2013-00199**

**Projected Rate Case Expenses For Professional Services To Be Incurred**

**Totals By Vendor By Month**

| <b>Vendor</b>                                  |               | <b>Feb-13</b> | <b>Mar-13</b>    | <b>Apr-13</b>   | <b>May-13</b>     |
|--|---------------|---------------|------------------|-----------------|-------------------|
| Sullivan, Mountjoy, Stainback & Miller, P.S.C. | <b>BUDGET</b> | \$ 3,020      | \$ -             | \$ 17,500       | \$ 29,400         |
| Dinsmore & Shohl, LLP                          |               | \$ -          | \$ -             | \$ 18,940       | \$ 16,965         |
| Catalyst Consulting                            |               | \$ 7,100      | \$ 1,500         | \$ 22,775       | \$ 39,350         |
| Burns & McDonnell                              |               | \$ -          | \$ -             | \$ -            | \$ 4,830          |
| ACES Power Marketing                           |               | \$ -          | \$ -             | \$ -            | \$ 6,000          |
| Additional Expert Witness(es) (Credit/ Other)  |               | \$ -          | \$ -             | \$ 50,000       | \$ 119,500        |
| <b>Total Budgeted Expense:</b>                 |               |               | <b>\$ 10,120</b> | <b>\$ 1,500</b> | <b>\$ 109,215</b> |

**Case No. 2013-00199**

**Attachment for Response to PSC 1-54(b)**

**Witness: DeAnna M. Speed**

**Page 1 of 36**

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services To Be Incurred**  
**Totals By Vendor By Month**

| Vendor   |               | Jun-13            | Jul-13            | Aug-13            | Sep-13            |
|--|---------------|-------------------|-------------------|-------------------|-------------------|
| Sullivan, Mountjoy, Stainback & Miller, P.S.C. | <b>BUDGET</b> | \$ 45,200         | \$ 47,940         | \$ 43,300         | \$ 37,100         |
| Dinsmore & Shohl, LLP                          |               | \$ 21,800         | \$ 93,250         | \$ 116,560        | \$ 65,800         |
| Catalyst Consulting                            |               | \$ 25,700         | \$ 35,550         | \$ 39,100         | \$ 25,500         |
| Burns & McDonnell                              |               | \$ 9,600          | \$ 6,870          | \$ 1,470          | \$ -              |
| ACES Power Marketing                           |               | \$ 7,000          | \$ 6,000          | \$ -              | \$ -              |
| Additional Expert Witness(es) (Credit/ Other)  |               | \$ 72,200         | \$ 8,500          | \$ 9,000          | \$ 3,000          |
| <b>Total Budgeted Expense:</b>                 |               | <b>\$ 181,500</b> | <b>\$ 198,110</b> | <b>\$ 209,430</b> | <b>\$ 131,400</b> |



**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services To Be Incurred**  
**Totals By Vendor By Month**

| Vendor   |               | Oct-13            | Nov-13            | Dec-13           | Jan-14          |
|--|---------------|-------------------|-------------------|------------------|-----------------|
| Sullivan, Mountjoy, Stainback & Miller, P.S.C. | <b>BUDGET</b> | \$ 33,100         | \$ 47,300         | \$ 21,200        | \$ 6,280        |
| Dinsmore & Shohl, LLP                          |               | \$ 45,450         | \$ 53,810         | \$ 27,800        | \$ -            |
| Catalyst Consulting                            |               | \$ 30,625         | \$ 32,500         | \$ 11,500        | \$ -            |
| Burns & McDonnell                              |               | \$ 1,960          | \$ 12,260         | \$ -             | \$ -            |
| ACES Power Marketing                           |               | \$ -              | \$ 6,000          | \$ -             | \$ -            |
| Additional Expert Witness(es) (Credit/ Other)  |               | \$ 2,000          | \$ 17,000         | \$ -             | \$ -            |
| <b>Total Budgeted Expense:</b>                 |               | <b>\$ 113,135</b> | <b>\$ 168,870</b> | <b>\$ 60,500</b> | <b>\$ 6,280</b> |

**Big Rivers Electric Corporation**

**Case No. 2013-00199**

**Projected Rate Case Expenses For Professional Services To Be Incurred**

**Totals By Vendor By Month**

| <b>Vendor</b>                                  |               | <b>Total</b> |
|--|---------------|--------------|
| Sullivan, Mountjoy, Stainback & Miller, P.S.C. | <b>BUDGET</b> | \$ 331,340   |
| Dinsmore & Shohl, LLP                          |               | \$ 460,375   |
| Catalyst Consulting                            |               | \$ 271,200   |
| Burns & McDonnell                              |               | \$ 36,990    |
| ACES Power Marketing                           |               | \$ 25,000    |
| Additional Expert Witness(es) (Credit/ Other)  |               | \$ 281,200   |
| <b>Total Budgeted Expense:</b>                 |               | \$ 1,406,105 |

**Big Rivers Electric Corporation**

Case No. 2013-00199

**Projected Rate Case Expenses For Professional Services  
Details For Vendor Sullivan Mountjoy Stainback and Miller P.S.C.**

| <b>Budgeted Hours:</b> | <i>Hourly Rates</i> | <b>Feb-13</b> | <b>Mar-13</b> | <b>Apr-13</b> | <b>May-13</b> |
|------------------------|---------------------|---------------|---------------|---------------|---------------|
| JMM                    | \$ 220              | 6.0           | -             | 25.0          | 45.0          |
| TAK                    | \$ 170              | 10.0          | -             | 70.0          | 110.0         |
| Associate(s)           | \$ 80               | -             | -             | -             | 10.0          |

|                              |             |          |             |              |
|------------------------------|-------------|----------|-------------|--------------|
| <b>Total Budgeted Hours:</b> | <b>16.0</b> | <b>-</b> | <b>95.0</b> | <b>165.0</b> |
|------------------------------|-------------|----------|-------------|--------------|

**Budgeted Expense (\$):**

|                        |          |      |           |           |
|------------------------|----------|------|-----------|-----------|
| JMM                    | \$ 1,320 | \$ - | \$ 5,500  | \$ 9,900  |
| TAK                    | \$ 1,700 | \$ - | \$ 11,900 | \$ 18,700 |
| Associate(s)           | \$ -     | \$ - | \$ -      | \$ 800    |
| Out-of-Pocket Expenses | \$ -     | \$ - | \$ 100    | \$ -      |

|                                |                 |             |                  |                  |
|--------------------------------|-----------------|-------------|------------------|------------------|
| <b>Total Budgeted Expense:</b> | <b>\$ 3,020</b> | <b>\$ -</b> | <b>\$ 17,500</b> | <b>\$ 29,400</b> |
|--------------------------------|-----------------|-------------|------------------|------------------|

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |                          |
|------------------------------|--------------------------|
| <b>Feb. 2013 - Apr. 2013</b> | Planning                 |
| <b>Mar. 2013 - May 2013</b>  | Cost of Service Study    |
| <b>Apr. 2013 - Jun. 2013</b> | Revenue Requirements & R |
| <b>Apr. 2013 - Jun. 2013</b> | Application & Testim     |
| <b>Jun. 2013 - Jul. 2013</b> |                          |
| <b>Jul. 2013 - Aug. 2013</b> |                          |
| <b>Aug. 2013</b>             |                          |
| <b>Sep. 2013</b>             |                          |
| <b>Oct. 2013</b>             |                          |
| <b>Oct. 2013</b>             |                          |

Case No. 2013-00199

Attachment for Response to PSC 1-54(b)

Witness: DeAnna M. Speed

**Big Rivers Electric Corporation**

**Case No. 2013-00199**

**Projected Rate Case Expenses For Professional Services  
Details For Vendor Sullivan Mountjoy Stainback and Miller P.S.C.**

| <b><u>Budgeted Hours:</u></b> | <b><u>Hourly Rates</u></b> | <b>Feb-13</b> | <b>Mar-13</b> | <b>Apr-13</b> | <b>May-13</b> |
|-------------------------------|----------------------------|---------------|---------------|---------------|---------------|
| <b>Oct. 2013 - Dec. 2013</b>  |                            |               |               |               |               |
| <b>Nov. 2013 - Dec. 2013</b>  |                            |               |               |               |               |

**Big Rivers Electric Corporation**

**Case No. 2013-00199**

**Projected Rate Case Expenses For Professional Services  
Details For Vendor Sullivan Mountjoy Stainback and Miller P.S.C.**

| <b>Budgeted Hours:</b>       | <i>Hourly Rates</i> | <b>Jun-13</b> | <b>Jul-13</b> | <b>Aug-13</b> | <b>Sep-13</b> |
|------------------------------|---------------------|---------------|---------------|---------------|---------------|
| JMM                          | \$ 220              | 80.0          | 70.0          | 50.0          | 45.0          |
| TAK                          | \$ 170              | 160.0         | 190.0         | 190.0         | 160.0         |
| Associate(s)                 | \$ 80               | 5.0           | 3.0           | -             | -             |
| <b>Total Budgeted Hours:</b> |                     | <b>245.0</b>  | <b>263.0</b>  | <b>240.0</b>  | <b>205.0</b>  |

| <b>Budgeted Expense (\$):</b>  |    |                  |                  |                  |                  |           |
|--------------------------------|----|------------------|------------------|------------------|------------------|-----------|
| JMM                            | \$ | 17,600           | \$               | 15,400           | \$ 11,000        | \$ 9,900  |
| TAK                            | \$ | 27,200           | \$               | 32,300           | \$ 32,300        | \$ 27,200 |
| Associate(s)                   | \$ | 400              | \$               | 240              | \$ -             | \$ -      |
| Out-of-Pocket Expenses         | \$ | -                | \$               | -                | \$ -             | \$ -      |
| <b>Total Budgeted Expense:</b> |    | <b>\$ 45,200</b> | <b>\$ 47,940</b> | <b>\$ 43,300</b> | <b>\$ 37,100</b> |           |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |                |
|------------------------------|----------------|
| <b>Feb. 2013 - Apr. 2013</b> |                |
| <b>Mar. 2013 - May 2013</b>  |                |
| <b>Apr. 2013 - Jun. 2013</b> | ite Design     |
| <b>Apr. 2013 - Jun. 2013</b> | ony            |
| <b>Jun. 2013 - Jul. 2013</b> | 1st Rd. DRs    |
| <b>Jul. 2013 - Aug. 2013</b> | 2nd Rd. DRs    |
| <b>Aug. 2013</b>             | 3rd Rd. DRs    |
| <b>Sep. 2013</b>             | Int. Testimony |
| <b>Oct. 2013</b>             |                |
| <b>Oct. 2013</b>             |                |

Case No. 2013-00199

Attachment for Response to PSC 1-54(b)

Witness: DeAnna M. Speed

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Details For Vendor Sullivan Mountjoy Stainback and Miller P.S.C.**

| <b><u>Budgeted Hours:</u></b> | <b><u>Hourly Rates</u></b> | <b>Jun-13</b> | <b>Jul-13</b> | <b>Aug-13</b> | <b>Sep-13</b> |
|-------------------------------|----------------------------|---------------|---------------|---------------|---------------|
| <b>Oct. 2013 - Dec. 2013</b>  |                            |               |               |               |               |
| <b>Nov. 2013 - Dec. 2013</b>  |                            |               |               |               |               |

**Big Rivers Electric Corporation**

Case No. 2013-00199

**Projected Rate Case Expenses For Professional Services  
Details For Vendor Sullivan Mountjoy Stainback and Miller P.S.C.**

| <b>Budgeted Hours:</b> | <i>Hourly Rates</i> | <b>Oct-13</b> | <b>Nov-13</b> | <b>Dec-13</b> | <b>Jan-14</b> |
|------------------------|---------------------|---------------|---------------|---------------|---------------|
| JMM                    | \$ 220              | 50.0          | 100.0         | 50.0          | 10.0          |
| TAK                    | \$ 170              | 130.0         | 140.0         | 60.0          | 24.0          |
| Associate(s)           | \$ 80               | -             | -             | -             | -             |

|                              |              |              |              |             |
|------------------------------|--------------|--------------|--------------|-------------|
| <b>Total Budgeted Hours:</b> | <b>180.0</b> | <b>240.0</b> | <b>110.0</b> | <b>34.0</b> |
|------------------------------|--------------|--------------|--------------|-------------|

**Budgeted Expense (\$):**

|                        |           |           |           |          |
|------------------------|-----------|-----------|-----------|----------|
| JMM                    | \$ 11,000 | \$ 22,000 | \$ 11,000 | \$ 2,200 |
| TAK                    | \$ 22,100 | \$ 23,800 | \$ 10,200 | \$ 4,080 |
| Associate(s)           | \$ -      | \$ -      | \$ -      | \$ -     |
| Out-of-Pocket Expenses | \$ -      | \$ 1,500  | \$ -      | \$ -     |

|                                |                  |                  |                  |                 |
|--------------------------------|------------------|------------------|------------------|-----------------|
| <b>Total Budgeted Expense:</b> | <b>\$ 33,100</b> | <b>\$ 47,300</b> | <b>\$ 21,200</b> | <b>\$ 6,280</b> |
|--------------------------------|------------------|------------------|------------------|-----------------|

**2013 (Alcan) Rate Case - Projected Time Line**

|                       |
|-----------------------|
| Feb. 2013 - Apr. 2013 |
| Mar. 2013 - May 2013  |
| Apr. 2013 - Jun. 2013 |
| Apr. 2013 - Jun. 2013 |
| Jun. 2013 - Jul. 2013 |
| Jul. 2013 - Aug. 2013 |
| Aug. 2013             |
| Sep. 2013             |
| Oct. 2013             |
| Oct. 2013             |

|               |
|---------------|
| Int. DRs      |
| BR Reb. Test. |

Case No. 2013-00199

Attachment for Response to PSC 1-54(b)

Witness: DeAnna M. Speed

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Details For Vendor Sullivan Mountjoy Stainback and Miller P.S.C.**

| <b><u>Budgeted Hours:</u></b> | <b><u>Hourly Rates</u></b> | <b>Oct-13</b>               | <b>Nov-13</b>       | <b>Dec-13</b> | <b>Jan-14</b> |
|-------------------------------|----------------------------|-----------------------------|---------------------|---------------|---------------|
| <b>Oct. 2013 - Dec. 2013</b>  |                            | Hearing & Prep. for Hearing |                     |               |               |
| <b>Nov. 2013 - Dec. 2013</b>  |                            |                             | Post-Hearing Briefs |               |               |



**Big Rivers Electric Corporation**

**Case No. 2013-00199**

**Projected Rate Case Expenses For Professional Services**

**Details For Vendor Sullivan Mountjoy Stainback and Miller P.S.C.**

| <b>Budgeted Hours:</b> | <b>Hourly Rates</b> | <b>Total</b> |
|------------------------|---------------------|--------------|
| JMM                    | \$ 220              | 531.0        |
| TAK                    | \$ 170              | 1,244.0      |
| Associate(s)           | \$ 80               | 18.0         |

**Total Budgeted Hours:** 1,793.0

| <b>Budgeted Expense (\$):</b> |            |
|-------------------------------|------------|
| JMM                           | \$ 116,820 |
| TAK                           | \$ 211,480 |
| Associate(s)                  | \$ 1,440   |
| Out-of-Pocket Expenses        | \$ 1,600   |

**Total Budgeted Expense:** \$ 331,340

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |
|------------------------------|
| <b>Feb. 2013 - Apr. 2013</b> |
| <b>Mar. 2013 - May 2013</b>  |
| <b>Apr. 2013 - Jun. 2013</b> |
| <b>Apr. 2013 - Jun. 2013</b> |
| <b>Jun. 2013 - Jul. 2013</b> |
| <b>Jul. 2013 - Aug. 2013</b> |
| <b>Aug. 2013</b>             |
| <b>Sep. 2013</b>             |
| <b>Oct. 2013</b>             |
| <b>Oct. 2013</b>             |

**Big Rivers Electric Corporation**

**Case No. 2013-00199**

**Projected Rate Case Expenses For Professional Services  
Details For Vendor Sullivan Mountjoy Stainback and Miller P.S.C.**

| <b><u>Budgeted Hours:</u></b> | <b><u>Hourly Rates</u></b> | <b>Total</b> |
|-------------------------------|----------------------------|--------------|
| <b>Oct. 2013 - Dec. 2013</b>  |                            |              |
| <b>Nov. 2013 - Dec. 2013</b>  |                            |              |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Dinsmore and Shohl LLP**

| <b>Budgeted Hours:</b>       | <i>Hourly Rates</i> | <b>Feb-13</b> | <b>Mar-13</b> | <b>Apr-13</b> | <b>May-13</b> | <b>Jun-13</b> |
|------------------------------|---------------------|---------------|---------------|---------------|---------------|---------------|
| Partner (Tip Depp)           | \$ 300              | -             | -             | 28.0          | 25.0          | 55.0          |
| Partner (2)                  | \$ 430              | -             | -             | -             | -             | -             |
| Associate(s)                 | \$ 245              | -             | -             | 40.0          | 35.0          | 20.0          |
| Paralegal(s)                 | \$ 185              | -             | -             | 4.0           | 4.0           | -             |
| <b>Total Budgeted Hours:</b> |                     | -             | -             | <b>72.0</b>   | <b>64.0</b>   | <b>75.0</b>   |

**Budgeted Expense (\$):**

|                                |      |      |           |           |           |
|--------------------------------|------|------|-----------|-----------|-----------|
| Partner (Tip Depp)             | \$ - | \$ - | \$ 8,400  | \$ 7,500  | \$ 16,500 |
| Partner (2)                    | \$ - | \$ - | \$ -      | \$ -      | \$ -      |
| Associate(s)                   | \$ - | \$ - | \$ 9,800  | \$ 8,575  | \$ 4,900  |
| Paralegal(s)                   | \$ - | \$ - | \$ 740    | \$ 740    | \$ -      |
| Out-of-Pocket Expenses         | \$ - | \$ - | \$ -      | \$ 150    | \$ 400    |
| <b>Total Budgeted Expense:</b> | \$ - | \$ - | \$ 18,940 | \$ 16,965 | \$ 21,800 |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |                                    |
|------------------------------|------------------------------------|
| <b>Feb. 2013 - Apr. 2013</b> | Planning                           |
| <b>Mar. 2013 - May 2013</b>  | Cost of Service Study              |
| <b>Apr. 2013 - Jun. 2013</b> | Revenue Requirements & Rate Design |
| <b>Apr. 2013 - Jun. 2013</b> | Application & Testimony            |
| <b>Jun. 2013 - Jul. 2013</b> | 1st Rd                             |
| <b>Jul. 2013 - Aug. 2013</b> |                                    |
| <b>Aug. 2013</b>             |                                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Dinsmore and Shohl LLP**

| <b><u>Budgeted Hours:</u></b> | <b><u>Hourly Rates</u></b> | <b>Feb-13</b> | <b>Mar-13</b> | <b>Apr-13</b> | <b>May-13</b> | <b>Jun-13</b> |
|-------------------------------|----------------------------|---------------|---------------|---------------|---------------|---------------|
| <b>Sep. 2013</b>              |                            |               |               |               |               |               |
| <b>Oct. 2013</b>              |                            |               |               |               |               |               |
| <b>Oct. 2013</b>              |                            |               |               |               |               |               |
| <b>Oct. 2013 - Dec. 2013</b>  |                            |               |               |               |               |               |
| <b>Nov. 2013 - Dec. 2013</b>  |                            |               |               |               |               |               |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Dinsmore and Shohl LLP**

| <b>Budgeted Hours:</b>       | <i>Hourly Rates</i> | <b>Jul-13</b> | <b>Aug-13</b> | <b>Sep-13</b> | <b>Oct-13</b> | <b>Nov-13</b> |
|------------------------------|---------------------|---------------|---------------|---------------|---------------|---------------|
| Partner (Tip Depp)           | \$ 300              | 150.0         | 150.0         | 120.0         | 80.0          | 120.0         |
| Partner (2)                  | \$ 430              | 2.0           | 2.0           | -             | -             | -             |
| Associate(s)                 | \$ 245              | 170.0         | 170.0         | 120.0         | 80.0          | 60.0          |
| Paralegal(s)                 | \$ 185              | 4.0           | 130.0         | -             | 10.0          | 6.0           |
| <b>Total Budgeted Hours:</b> |                     | <b>326.0</b>  | <b>452.0</b>  | <b>240.0</b>  | <b>170.0</b>  | <b>186.0</b>  |

| <b>Budgeted Expense (\$):</b>  |    |                  |                   |                  |                  |                  |
|--------------------------------|----|------------------|-------------------|------------------|------------------|------------------|
| Partner (Tip Depp)             | \$ | 45,000           | \$                | 45,000           | \$               | 36,000           |
| Partner (2)                    | \$ | 860              | \$                | 860              | \$               | -                |
| Associate(s)                   | \$ | 41,650           | \$                | 41,650           | \$               | 29,400           |
| Paralegal(s)                   | \$ | 740              | \$                | 24,050           | \$               | -                |
| Out-of-Pocket Expenses         | \$ | 5,000            | \$                | 5,000            | \$               | 400              |
| <b>Total Budgeted Expense:</b> |    | <b>\$ 93,250</b> | <b>\$ 116,560</b> | <b>\$ 65,800</b> | <b>\$ 45,450</b> | <b>\$ 53,810</b> |

**2013 (Alcan) Rate Case - Projected Time Line**

|                       |             |
|-----------------------|-------------|
| Feb. 2013 - Apr. 2013 |             |
| Mar. 2013 - May 2013  |             |
| Apr. 2013 - Jun. 2013 |             |
| Apr. 2013 - Jun. 2013 |             |
| Jun. 2013 - Jul. 2013 | 1. DRs      |
| Jul. 2013 - Aug. 2013 | 2nd Rd. DRs |
| Aug. 2013             | 3rd Rd. DRs |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Dinsmore and Shohl LLP**

| <b>Budgeted Hours:</b> | <i>Hourly Rates</i> | <b>Jul-13</b> | <b>Aug-13</b> | <b>Sep-13</b>  | <b>Oct-13</b>               | <b>Nov-13</b> |
|------------------------|---------------------|---------------|---------------|----------------|-----------------------------|---------------|
| Sep. 2013              |                     |               |               | Int. Testimony |                             |               |
| Oct. 2013              |                     |               |               |                | Int. DRs                    |               |
| Oct. 2013              |                     |               |               |                | BR Reb. Test.               |               |
| Oct. 2013 - Dec. 2013  |                     |               |               |                | Hearing & Prep. for Hearing |               |
| Nov. 2013 - Dec. 2013  |                     |               |               |                |                             | Post-Hear     |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Dinsmore and Shohl LLP**

| <b>Budgeted Hours:</b>       | <i>Hourly Rates</i> | <b>Dec-13</b> | <b>Jan-14</b> | <b>Total</b>   |
|------------------------------|---------------------|---------------|---------------|----------------|
| Partner (Tip Depp)           | \$ 300              | 60.0          |               | 788.0          |
| Partner (2)                  | \$ 430              | -             | -             | 4.0            |
| Associate(s)                 | \$ 245              | 40.0          |               | 735.0          |
| Paralegal(s)                 | \$ 185              | -             | -             | 158.0          |
| <b>Total Budgeted Hours:</b> |                     | <b>100.0</b>  | <b>-</b>      | <b>1,685.0</b> |

| <b>Budgeted Expense (\$):</b>  |                  |             |                   |
|--------------------------------|------------------|-------------|-------------------|
| Partner (Tip Depp)             | \$ 18,000        | \$ -        | \$ 236,400        |
| Partner (2)                    | \$ -             | \$ -        | \$ 1,720          |
| Associate(s)                   | \$ 9,800         | \$ -        | \$ 180,075        |
| Paralegal(s)                   | \$ -             | \$ -        | \$ 29,230         |
| Out-of-Pocket Expenses         | \$ -             | \$ -        | \$ 12,950         |
| <b>Total Budgeted Expense:</b> | <b>\$ 27,800</b> | <b>\$ -</b> | <b>\$ 460,375</b> |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |
|------------------------------|
| <b>Feb. 2013 - Apr. 2013</b> |
| <b>Mar. 2013 - May 2013</b>  |
| <b>Apr. 2013 - Jun. 2013</b> |
| <b>Apr. 2013 - Jun. 2013</b> |
| <b>Jun. 2013 - Jul. 2013</b> |
| <b>Jul. 2013 - Aug. 2013</b> |
| <b>Aug. 2013</b>             |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Dinsmore and Shohl LLP**

| <u>Budgeted Hours:</u> | <u>Hourly Rates</u> | Dec-13 | Jan-14 | Total |
|------------------------|---------------------|--------|--------|-------|
| Sep. 2013              |                     |        |        |       |
| Oct. 2013              |                     |        |        |       |
| Oct. 2013              |                     |        |        |       |
| Oct. 2013 - Dec. 2013  |                     |        |        |       |
| Nov. 2013 - Dec. 2013  |                     |        |        |       |

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Catalyst Consulting LLC**

| <b>Budgeted Hours:</b>       | <i>Hourly Rates</i> | <b>Feb-13</b> | <b>Mar-13</b> | <b>Apr-13</b> | <b>May-13</b> | <b>Jun-13</b> |
|------------------------------|---------------------|---------------|---------------|---------------|---------------|---------------|
| JW                           | \$ 175              | 40.0          | 8.0           | 100.0         | 175.0         | 140.0         |
| Associate (1)                | \$ 175              | -             | -             | 15.0          | 15.0          | -             |
| Associate (2)                | \$ 150              | -             | -             | 15.0          | 30.0          | -             |
| <b>Total Budgeted Hours:</b> |                     | <b>40.0</b>   | <b>8.0</b>    | <b>130.0</b>  | <b>220.0</b>  | <b>140.0</b>  |

| <b>Budgeted Expense (\$):</b>  |    |                 |                 |                  |                  |                  |    |        |    |        |
|--------------------------------|----|-----------------|-----------------|------------------|------------------|------------------|----|--------|----|--------|
| JW                             | \$ | 7,000           | \$              | 1,400            | \$               | 17,500           | \$ | 30,625 | \$ | 24,500 |
| Associate (1)                  | \$ | -               | \$              | -                | \$               | 2,625            | \$ | 2,625  | \$ | -      |
| Associate (2)                  | \$ | -               | \$              | -                | \$               | 2,250            | \$ | 4,500  | \$ | -      |
| Out-of-Pocket Expenses         | \$ | 100             | \$              | 100              | \$               | 400              | \$ | 1,600  | \$ | 1,200  |
| <b>Total Budgeted Expense:</b> |    | <b>\$ 7,100</b> | <b>\$ 1,500</b> | <b>\$ 22,775</b> | <b>\$ 39,350</b> | <b>\$ 25,700</b> |    |        |    |        |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |                                    |
|------------------------------|------------------------------------|
| <b>Feb. 2013 - Apr. 2013</b> | Planning                           |
| <b>Mar. 2013 - May 2013</b>  | Cost of Service Study              |
| <b>Apr. 2013 - Jun. 2013</b> | Revenue Requirements & Rate Design |
| <b>Apr. 2013 - Jun. 2013</b> | Application & Testimony            |
| <b>Jun. 2013 - Jul. 2013</b> | 1st Rd                             |
| <b>Jul. 2013 - Aug. 2013</b> |                                    |
| <b>Aug. 2013</b>             |                                    |
| <b>Sep. 2013</b>             |                                    |
| <b>Oct. 2013</b>             |                                    |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Catalyst Consulting LLC**

| <b>Budgeted Hours:</b>       | <b><i>Hourly Rates</i></b> | <b>Feb-13</b> | <b>Mar-13</b> | <b>Apr-13</b> | <b>May-13</b> | <b>Jun-13</b> |
|------------------------------|----------------------------|---------------|---------------|---------------|---------------|---------------|
| <b>Oct. 2013</b>             |                            |               |               |               |               |               |
| <b>Oct. 2013 - Dec. 2013</b> |                            |               |               |               |               |               |
| <b>Nov. 2013 - Dec. 2013</b> |                            |               |               |               |               |               |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Catalyst Consulting LLC**

| <b>Budgeted Hours:</b>       | <i>Hourly Rates</i> | <b>Jul-13</b> | <b>Aug-13</b> | <b>Sep-13</b> | <b>Oct-13</b> | <b>Nov-13</b> |
|------------------------------|---------------------|---------------|---------------|---------------|---------------|---------------|
| JW                           | \$ 175              | 150.0         | 140.0         | 90.0          | 175.0         | 180.0         |
| Associate (1)                | \$ 175              | -             | -             | -             | -             | -             |
| Associate (2)                | \$ 150              | 50.0          | 80.0          | 60.0          | -             | -             |
| <b>Total Budgeted Hours:</b> |                     | <b>200.0</b>  | <b>220.0</b>  | <b>150.0</b>  | <b>175.0</b>  | <b>180.0</b>  |

| <b>Budgeted Expense (\$):</b>  |    |                  |                  |                  |                  |                  |    |        |    |        |
|--------------------------------|----|------------------|------------------|------------------|------------------|------------------|----|--------|----|--------|
| JW                             | \$ | 26,250           | \$               | 24,500           | \$               | 15,750           | \$ | 30,625 | \$ | 31,500 |
| Associate (1)                  | \$ | -                | \$               | -                | \$               | -                | \$ | -      | \$ | -      |
| Associate (2)                  | \$ | 7,500            | \$               | 12,000           | \$               | 9,000            | \$ | -      | \$ | -      |
| Out-of-Pocket Expenses         | \$ | 1,800            | \$               | 2,600            | \$               | 750              | \$ | -      | \$ | 1,000  |
| <b>Total Budgeted Expense:</b> |    | <b>\$ 35,550</b> | <b>\$ 39,100</b> | <b>\$ 25,500</b> | <b>\$ 30,625</b> | <b>\$ 32,500</b> |    |        |    |        |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |                |
|------------------------------|----------------|
| <b>Feb. 2013 - Apr. 2013</b> |                |
| <b>Mar. 2013 - May 2013</b>  |                |
| <b>Apr. 2013 - Jun. 2013</b> |                |
| <b>Apr. 2013 - Jun. 2013</b> |                |
| <b>Jun. 2013 - Jul. 2013</b> | 1. DRs         |
| <b>Jul. 2013 - Aug. 2013</b> | 2nd Rd. DRs    |
| <b>Aug. 2013</b>             | 3rd Rd. DRs    |
| <b>Sep. 2013</b>             | Int. Testimony |
| <b>Oct. 2013</b>             | Int. DRs       |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Catalyst Consulting LLC**

| <b>Budgeted Hours:</b>       | <i>Hourly Rates</i> | <b>Jul-13</b> | <b>Aug-13</b> | <b>Sep-13</b> | <b>Oct-13</b>               | <b>Nov-13</b> |
|------------------------------|---------------------|---------------|---------------|---------------|-----------------------------|---------------|
| <b>Oct. 2013</b>             |                     |               |               |               | BR Reb. Test.               |               |
| <b>Oct. 2013 - Dec. 2013</b> |                     |               |               |               | Hearing & Prep. for Hearing |               |
| <b>Nov. 2013 - Dec. 2013</b> |                     |               |               |               |                             | Post-Hear     |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Catalyst Consulting LLC**

| <b>Budgeted Hours:</b>       | <b>Hourly Rates</b> | <b>Dec-13</b> | <b>Jan-14</b> | <b>Total</b>   |
|------------------------------|---------------------|---------------|---------------|----------------|
| JW                           | \$ 175              | 60.0          |               | 1,258.0        |
| Associate (1)                | \$ 175              | -             | -             | 30.0           |
| Associate (2)                | \$ 150              | -             | -             | 235.0          |
| <b>Total Budgeted Hours:</b> |                     | <b>60.0</b>   | <b>-</b>      | <b>1,523.0</b> |

| <b>Budgeted Expense (\$):</b>  |           |                  |             |
|--------------------------------|-----------|------------------|-------------|
| JW                             | \$ 10,500 | \$ -             | \$ 220,150  |
| Associate (1)                  | \$ -      | \$ -             | \$ 5,250    |
| Associate (2)                  | \$ -      | \$ -             | \$ 35,250   |
| Out-of-Pocket Expenses         | \$ 1,000  |                  | \$ 10,550   |
| <b>Total Budgeted Expense:</b> |           | <b>\$ 11,500</b> | <b>\$ -</b> |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |
|------------------------------|
| <b>Feb. 2013 - Apr. 2013</b> |
| <b>Mar. 2013 - May 2013</b>  |
| <b>Apr. 2013 - Jun. 2013</b> |
| <b>Apr. 2013 - Jun. 2013</b> |
| <b>Jun. 2013 - Jul. 2013</b> |
| <b>Jul. 2013 - Aug. 2013</b> |
| <b>Aug. 2013</b>             |
| <b>Sep. 2013</b>             |
| <b>Oct. 2013</b>             |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Catalyst Consulting LLC**

| <b><u>Budgeted Hours:</u></b> | <b><u>Hourly Rates</u></b> | <b>Dec-13</b> | <b>Jan-14</b> | <b>Total</b> |
|-------------------------------|----------------------------|---------------|---------------|--------------|
| Oct. 2013                     |                            |               |               |              |
| Oct. 2013 - Dec. 2013         |                            |               |               |              |
| Nov. 2013 - Dec. 2013         |                            |               | ing Briefs    |              |

**Big Rivers Electric Corporation**

Case No. 2013-00199

**Projected Rate Case Expenses For Professional Services  
Detail For Vendor Burns and McDonnell Engineering Co., Inc.**

| <b>Budgeted Hours:</b>       | <i>Hourly Rates</i> | <b>Feb-13</b> | <b>Mar-13</b> | <b>Apr-13</b> | <b>May-13</b> | <b>Jun-13</b> |
|------------------------------|---------------------|---------------|---------------|---------------|---------------|---------------|
| Director                     | \$ 210              | -             | -             | -             | 4.0           | 2.0           |
| Manager                      | \$ 175              | -             | -             | -             | 10.0          | 24.0          |
| Engineer                     | \$ 165              | -             | -             | -             | 8.0           | 16.0          |
| Analyst                      | \$ 115              | -             | -             | -             | 8.0           | 16.0          |
| <b>Total Budgeted Hours:</b> |                     | -             | -             | -             | <b>30.0</b>   | <b>58.0</b>   |

**Budgeted Expense (\$):**

|                                |      |      |      |          |          |
|--------------------------------|------|------|------|----------|----------|
| Director                       | \$ - | \$ - | \$ - | \$ 840   | \$ 420   |
| Manager                        | \$ - | \$ - | \$ - | \$ 1,750 | \$ 4,200 |
| Engineer                       | \$ - | \$ - | \$ - | \$ 1,320 | \$ 2,640 |
| Analyst                        | \$ - | \$ - | \$ - | \$ 920   | \$ 1,840 |
| Out-of-Pocket Expenses         | \$ - | \$ - | \$ - | \$ -     | \$ 500   |
| <b>Total Budgeted Expense:</b> | \$ - | \$ - | \$ - | \$ 4,830 | \$ 9,600 |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |                                    |
|------------------------------|------------------------------------|
| <b>Feb. 2013 - Apr. 2013</b> | Planning                           |
| <b>Mar. 2013 - May 2013</b>  | Cost of Service Study              |
| <b>Apr. 2013 - Jun. 2013</b> | Revenue Requirements & Rate Design |
| <b>Apr. 2013 - Jun. 2013</b> | Application & Testimony            |
| <b>Jun. 2013 - Jul. 2013</b> | 1st Rd                             |
| <b>Jul. 2013 - Aug. 2013</b> |                                    |
| <b>Aug. 2013</b>             |                                    |

Case No. 2013-00199

Attachment for Response to PSC 1-54(b)

Witness: DeAnna M. Speed

Page 25 of 36

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Burns and McDonnell Engineering Co., Inc.**

| <b><u>Budgeted Hours:</u></b> | <b><u>Hourly Rates</u></b> | <b>Feb-13</b> | <b>Mar-13</b> | <b>Apr-13</b> | <b>May-13</b> | <b>Jun-13</b> |
|-------------------------------|----------------------------|---------------|---------------|---------------|---------------|---------------|
| <b>Sep. 2013</b>              |                            |               |               |               |               |               |
| <b>Oct. 2013</b>              |                            |               |               |               |               |               |
| <b>Oct. 2013</b>              |                            |               |               |               |               |               |
| <b>Oct. 2013 - Dec. 2013</b>  |                            |               |               |               |               |               |
| <b>Nov. 2013 - Dec. 2013</b>  |                            |               |               |               |               |               |



**Big Rivers Electric Corporation**

Case No. 2013-00199

**Projected Rate Case Expenses For Professional Services**

**Detail For Vendor Burns and McDonnell Engineering Co., Inc.**

| <b>Budgeted Hours:</b>       | <i>Hourly Rates</i> | <b>Jul-13</b> | <b>Aug-13</b> | <b>Sep-13</b> | <b>Oct-13</b> | <b>Nov-13</b> |
|------------------------------|---------------------|---------------|---------------|---------------|---------------|---------------|
| Director                     | \$ 210              | 1.0           | 1.0           | -             |               | 2.0           |
| Manager                      | \$ 175              | 16.0          | 4.0           | -             | 8.0           | 40.0          |
| Engineer                     | \$ 165              | 12.0          | 2.0           | -             | 2.0           | 8.0           |
| Analyst                      | \$ 115              | 12.0          | 2.0           | -             | 2.0           | 8.0           |
| <b>Total Budgeted Hours:</b> |                     | <b>41.0</b>   | <b>9.0</b>    | <b>-</b>      | <b>12.0</b>   | <b>58.0</b>   |

| <b>Budgeted Expense (\$):</b>  |                 |                 |             |                 |                  |  |
|--------------------------------|-----------------|-----------------|-------------|-----------------|------------------|--|
| Director                       | \$ 210          | \$ 210          | \$ -        | \$ -            | \$ 420           |  |
| Manager                        | \$ 2,800        | \$ 700          | \$ -        | \$ 1,400        | \$ 7,000         |  |
| Engineer                       | \$ 1,980        | \$ 330          | \$ -        | \$ 330          | \$ 1,320         |  |
| Analyst                        | \$ 1,380        | \$ 230          | \$ -        | \$ 230          | \$ 920           |  |
| Out-of-Pocket Expenses         | \$ 500          | \$ -            | \$ -        | \$ -            | \$ 2,600         |  |
| <b>Total Budgeted Expense:</b> | <b>\$ 6,870</b> | <b>\$ 1,470</b> | <b>\$ -</b> | <b>\$ 1,960</b> | <b>\$ 12,260</b> |  |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |             |
|------------------------------|-------------|
| <b>Feb. 2013 - Apr. 2013</b> |             |
| <b>Mar. 2013 - May 2013</b>  |             |
| <b>Apr. 2013 - Jun. 2013</b> |             |
| <b>Apr. 2013 - Jun. 2013</b> |             |
| <b>Jun. 2013 - Jul. 2013</b> | 1. DRs      |
| <b>Jul. 2013 - Aug. 2013</b> | 2nd Rd. DRs |
| <b>Aug. 2013</b>             | 3rd Rd. DRs |

Case No. 2013-00199

Attachment for Response to PSC 1-54(b)

Witness: DeAnna M. Speed

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Burns and McDonnell Engineering Co., Inc.**

| <b><u>Budgeted Hours:</u></b> | <b><u>Hourly Rates</u></b> | <b>Jul-13</b> | <b>Aug-13</b> | <b>Sep-13</b>  | <b>Oct-13</b>               | <b>Nov-13</b> |
|-------------------------------|----------------------------|---------------|---------------|----------------|-----------------------------|---------------|
| Sep. 2013                     |                            |               |               | Int. Testimony |                             |               |
| Oct. 2013                     |                            |               |               |                | Int. DRs                    |               |
| Oct. 2013                     |                            |               |               |                | BR Reb. Test.               |               |
| Oct. 2013 - Dec. 2013         |                            |               |               |                | Hearing & Prep. for Hearing |               |
| Nov. 2013 - Dec. 2013         |                            |               |               |                |                             | Post-Hear     |

**Big Rivers Electric Corporation**

Case No. 2013-00199

**Projected Rate Case Expenses For Professional Services  
Detail For Vendor Burns and McDonnell Engineering Co., Inc.**

| <b>Budgeted Hours:</b>       | <i>Hourly Rates</i> | <b>Dec-13</b> | <b>Jan-14</b> | <b>Total</b> |
|------------------------------|---------------------|---------------|---------------|--------------|
| Director                     | \$ 210              | -             | -             | 10.0         |
| Manager                      | \$ 175              | -             | -             | 102.0        |
| Engineer                     | \$ 165              | -             | -             | 48.0         |
| Analyst                      | \$ 115              | -             | -             | 48.0         |
| <b>Total Budgeted Hours:</b> |                     | -             | -             | 208.0        |

| <b>Budgeted Expense (\$):</b>  |    |    |           |
|--------------------------------|----|----|-----------|
| Director                       | \$ | -  | \$ 2,100  |
| Manager                        | \$ | -  | \$ 17,850 |
| Engineer                       | \$ | -  | \$ 7,920  |
| Analyst                        | \$ | -  | \$ 5,520  |
| Out-of-Pocket Expenses         | \$ | -  | \$ 3,600  |
| <b>Total Budgeted Expense:</b> |    | \$ | \$ 36,990 |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |
|------------------------------|
| <b>Feb. 2013 - Apr. 2013</b> |
| <b>Mar. 2013 - May 2013</b>  |
| <b>Apr. 2013 - Jun. 2013</b> |
| <b>Apr. 2013 - Jun. 2013</b> |
| <b>Jun. 2013 - Jul. 2013</b> |
| <b>Jul. 2013 - Aug. 2013</b> |
| <b>Aug. 2013</b>             |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor Burns and McDonnell Engineering Co., Inc.**

| <b><u>Budgeted Hours:</u></b> | <b><u>Hourly Rates</u></b> | <b>Dec-13</b> | <b>Jan-14</b> | <b>Total</b> |
|-------------------------------|----------------------------|---------------|---------------|--------------|
| Sep. 2013                     |                            |               |               |              |
| Oct. 2013                     |                            |               |               |              |
| Oct. 2013                     |                            |               |               |              |
| Oct. 2013 - Dec. 2013         |                            |               |               |              |
| Nov. 2013 - Dec. 2013         |                            |               |               |              |
|                               |                            |               | ing Briefs    |              |

**Big Rivers Electric Corporation  
Case No. 2013-00199  
Projected Rate Case Expenses For Professional Services  
Detail For Vendor ACES Power Marketing LLC**

| <b>Budgeted Expense (\$):</b>  | <b>Feb-13</b> | <b>Mar-13</b> | <b>Apr-13</b> | <b>May-13</b>   | <b>Jun-13</b>   |
|--------------------------------|---------------|---------------|---------------|-----------------|-----------------|
| ACES Power Marketing           | \$ -          | \$ -          | \$ -          | \$ 6,000        | \$ 7,000        |
| Out-of-Pocket Expenses         | \$ -          | \$ -          | \$ -          | \$ -            | \$ -            |
| <b>Total Budgeted Expense:</b> | <b>\$ -</b>   | <b>\$ -</b>   | <b>\$ -</b>   | <b>\$ 6,000</b> | <b>\$ 7,000</b> |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |                                    |
|------------------------------|------------------------------------|
| <b>Feb. 2013 - Apr. 2013</b> | Planning                           |
| <b>Mar. 2013 - May 2013</b>  | Cost of Service Study              |
| <b>Apr. 2013 - Jun. 2013</b> | Revenue Requirements & Rate Design |
| <b>Apr. 2013 - Jun. 2013</b> | Application & Testimony            |
| <b>Jun. 2013 - Jul. 2013</b> | 1st Rd                             |
| <b>Jul. 2013 - Aug. 2013</b> |                                    |
| <b>Aug. 2013</b>             |                                    |
| <b>Sep. 2013</b>             |                                    |
| <b>Oct. 2013</b>             |                                    |
| <b>Oct. 2013</b>             |                                    |
| <b>Oct. 2013 - Dec. 2013</b> |                                    |
| <b>Nov. 2013 - Dec. 2013</b> |                                    |

Case No. 2013-00199

Attachment for Response to PSC 1-54(b)

Witness: DeAnna M. Speed

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**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Vendor ACES Power Marketing LLC**

| <b>Budgeted Expense (\$):</b>  | <b>Jul-13</b>   | <b>Aug-13</b> | <b>Sep-13</b> | <b>Oct-13</b> | <b>Nov-13</b>   |
|--------------------------------|-----------------|---------------|---------------|---------------|-----------------|
| ACES Power Marketing           | \$ 6,000        | \$ -          | \$ -          | \$ -          | \$ 6,000        |
| Out-of-Pocket Expenses         | \$ -            | \$ -          | \$ -          | \$ -          | \$ -            |
| <b>Total Budgeted Expense:</b> | <b>\$ 6,000</b> | <b>\$ -</b>   | <b>\$ -</b>   | <b>\$ -</b>   | <b>\$ 6,000</b> |

**2013 (Alcan) Rate Case - Projected Time Line**

|                       |                             |
|-----------------------|-----------------------------|
| Feb. 2013 - Apr. 2013 |                             |
| Mar. 2013 - May 2013  |                             |
| Apr. 2013 - Jun. 2013 |                             |
| Apr. 2013 - Jun. 2013 |                             |
| Jun. 2013 - Jul. 2013 | 1. DRs                      |
| Jul. 2013 - Aug. 2013 | 2nd Rd. DRs                 |
| Aug. 2013             | 3rd Rd. DRs                 |
| Sep. 2013             | Int. Testimony              |
| Oct. 2013             | Int. DRs                    |
| Oct. 2013             | BR Reb. Test.               |
| Oct. 2013 - Dec. 2013 | Hearing & Prep. for Hearing |
| Nov. 2013 - Dec. 2013 | Post-Hear                   |

**Big Rivers Electric Corporation  
Case No. 2013-00199  
Projected Rate Case Expenses For Professional Services  
Detail For Vendor ACES Power Marketing LLC**

| <b>Budgeted Expense (\$):</b>  | <b>Dec-13</b> | <b>Jan-14</b> | <b>Total</b> |
|--------------------------------|---------------|---------------|--------------|
| ACES Power Marketing           | \$ -          | \$ -          | \$ 25,000    |
| Out-of-Pocket Expenses         | \$ -          | \$ -          | \$ -         |
| <b>Total Budgeted Expense:</b> | \$ -          | \$ -          | \$ 25,000    |

**2013 (Alcan) Rate Case - Projected Time Line**

|                       |            |
|-----------------------|------------|
| Feb. 2013 - Apr. 2013 |            |
| Mar. 2013 - May 2013  |            |
| Apr. 2013 - Jun. 2013 |            |
| Apr. 2013 - Jun. 2013 |            |
| Jun. 2013 - Jul. 2013 |            |
| Jul. 2013 - Aug. 2013 |            |
| Aug. 2013             |            |
| Sep. 2013             |            |
| Oct. 2013             |            |
| Oct. 2013             |            |
| Oct. 2013 - Dec. 2013 |            |
| Nov. 2013 - Dec. 2013 | ing Briefs |

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Projected Rate Case Expenses For Professional Services**  
**Detail For Additional/Potential Expert Witnesses/Consultants**

| <b>Budgeted Expense (\$):</b>       | <b>Feb-13</b> | <b>Mar-13</b> | <b>Apr-13</b>    | <b>May-13</b>     | <b>Jun-13</b>    |
|-------------------------------------|---------------|---------------|------------------|-------------------|------------------|
| Other Witness(es), Expert(s), etc.  | \$ -          | \$ -          | \$ -             | \$ 10,000         | \$ 12,000        |
| Other Consulting/Legal              | \$ -          | \$ -          | \$ 50,000        | \$ 100,000        | \$ 50,000        |
| TIER Analysis Activities-Dan Walker | \$ -          | \$ -          | \$ -             | \$ 9,000          | \$ 9,000         |
| Out-of-Pocket Expenses              | \$ -          | \$ -          | \$ -             | \$ 500            | \$ 1,200         |
| <b>Total Budgeted Expense:</b>      | <b>\$ -</b>   | <b>\$ -</b>   | <b>\$ 50,000</b> | <b>\$ 119,500</b> | <b>\$ 72,200</b> |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |                                    |
|------------------------------|------------------------------------|
| <b>Feb. 2013 - Apr. 2013</b> | Planning                           |
| <b>Mar. 2013 - May 2013</b>  | Cost of Service Study              |
| <b>Apr. 2013 - Jun. 2013</b> | Revenue Requirements & Rate Design |
| <b>Apr. 2013 - Jun. 2013</b> | Application & Testimony            |
| <b>Jun. 2013 - Jul. 2013</b> | 1st Rd                             |
| <b>Jul. 2013 - Aug. 2013</b> |                                    |
| <b>Aug. 2013</b>             |                                    |
| <b>Sep. 2013</b>             |                                    |
| <b>Oct. 2013</b>             |                                    |
| <b>Oct. 2013</b>             |                                    |
| <b>Oct. 2013 - Dec. 2013</b> |                                    |
| <b>Nov. 2013 - Dec. 2013</b> |                                    |



**Big Rivers Electric Corporation**

**Case No. 2013-00199**

**Projected Rate Case Expenses For Professional Services  
Detail For Additional/Potential Expert Witnesses/Consultants**

| <b>Budgeted Expense (\$):</b>       | <b>Jul-13</b>   | <b>Aug-13</b>   | <b>Sep-13</b>   | <b>Oct-13</b>   | <b>Nov-13</b>    |
|-------------------------------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Other Witness(es), Expert(s), etc.  | \$ 8,000        | \$ 8,000        | \$ 2,000        | \$ -            | \$ 12,000        |
| Other Consulting/Legal              | \$ -            | \$ -            | \$ -            | \$ -            | \$ -             |
| TIER Analysis Activities-Dan Walker | \$ -            | \$ 1,000        | \$ 1,000        | \$ 2,000        | \$ 3,000         |
| Out-of-Pocket Expenses              | \$ 500          | \$ -            | \$ -            | \$ -            | \$ 2,000         |
| <b>Total Budgeted Expense:</b>      | <b>\$ 8,500</b> | <b>\$ 9,000</b> | <b>\$ 3,000</b> | <b>\$ 2,000</b> | <b>\$ 17,000</b> |

**2013 (Alcan) Rate Case - Projected Time Line**

|                       |                             |
|-----------------------|-----------------------------|
| Feb. 2013 - Apr. 2013 |                             |
| Mar. 2013 - May 2013  |                             |
| Apr. 2013 - Jun. 2013 |                             |
| Apr. 2013 - Jun. 2013 |                             |
| Jun. 2013 - Jul. 2013 | 1. DRs                      |
| Jul. 2013 - Aug. 2013 | 2nd Rd. DRs                 |
| Aug. 2013             | 3rd Rd. DRs                 |
| Sep. 2013             | Int. Testimony              |
| Oct. 2013             | Int. DRs                    |
| Oct. 2013             | BR Reb. Test.               |
| Oct. 2013 - Dec. 2013 | Hearing & Prep. for Hearing |
| Nov. 2013 - Dec. 2013 | Post-Hear                   |

Case No. 2013-00199

Attachment for Response to PSC 1-54(b)

Witness: DeAnna M. Speed

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**Big Rivers Electric Corporation**

**Case No. 2013-00199**

**Projected Rate Case Expenses For Professional Services  
Detail For Additional/Potential Expert Witnesses/Consultants**

| <b>Budgeted Expense (\$):</b>       | <b>Dec-13</b> | <b>Jan-14</b> | <b>Total</b> |
|-------------------------------------|---------------|---------------|--------------|
| Other Witness(es), Expert(s), etc.  | \$ -          | \$ -          | \$ 52,000    |
| Other Consulting/Legal              | \$ -          | \$ -          | \$ 200,000   |
| TIER Analysis Activities-Dan Walker | \$ -          | \$ -          | \$ 25,000    |
| Out-of-Pocket Expenses              | \$ -          | \$ -          | \$ 4,200     |
| <b>Total Budgeted Expense:</b>      | \$ -          | \$ -          | \$ 281,200   |

**2013 (Alcan) Rate Case - Projected Time Line**

|                              |
|------------------------------|
| <b>Feb. 2013 - Apr. 2013</b> |
| <b>Mar. 2013 - May 2013</b>  |
| <b>Apr. 2013 - Jun. 2013</b> |
| <b>Apr. 2013 - Jun. 2013</b> |
| <b>Jun. 2013 - Jul. 2013</b> |
| <b>Jul. 2013 - Aug. 2013</b> |
| <b>Aug. 2013</b>             |
| <b>Sep. 2013</b>             |
| <b>Oct. 2013</b>             |
| <b>Oct. 2013</b>             |
| <b>Oct. 2013 - Dec. 2013</b> |
| <b>Nov. 2013 - Dec. 2013</b> |

ing Briefs



**INVOICE**

|  |   |
|--|---|
| <b>Date:</b> March 1, 2013   | <b>Invoice #:</b> 140   |
| <b>Client:</b><br>Big Rivers Electric Corporation<br>201 Third Street<br>Henderson, Kentucky 42420 | <b>Project:</b><br>2013 Rate Case (2) - Alcan<br>Case No. 2013-00xxxx<br><br>For Services Provided in February 2013 |

| #            | Item                | Description   | Qty        | Rate     | Amt                |
|--------------|---------------------|---|------------|----------|--------------------|
| 1            | Consulting Services | John Wolfram – consulting support for strategic planning for rate case development from Alcan contract termination notice | 37.5 hours | \$175.00 | \$6,562.50         |
| 2            | Mileage             | 2/4 Travel to BR  | 276        | 0.565    | \$155.94           |
| 3            | Meal                | 2/4 Lunch JW, Hickman   | 1          | 18.26    | \$18.26            |
| 4            | Mileage             | 2/8 Travel to BR  | 276        | 0.565    | \$155.94           |
| 5            | Meal                | 2/8 Lunch   | 1          | 6.76     | \$6.76             |
| 6            | Mileage             | 2/11 Travel to BR   | 276        | 0.565    | \$155.94           |
| 7            | Meal                | 2/11 Lunch  | 1          | 6.65     | \$6.65             |
| <b>TOTAL</b> |                     |   |            |          | <b>\$ 7,061.99</b> |

Please remit payment to Catalyst Consulting LLC at the address listed above. Thank you.

*A/P Rec'd 3/4/13  
JW*

*BRBALSHT  
18665000  
0314  
0999*



**CATALYST**  
CONSULTING LLC

3308 Haddon Road  
Louisville, KY 40241  
(502) 599-1739  
johnwolfram@insightbb.com

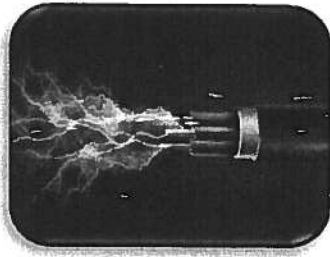
**INVOICE**

|  |   |
|--|---|
| <b>Date:</b> March 29, 2013  | <b>Invoice #:</b> 143   |
| <b>Client:</b><br>Big Rivers Electric Corporation<br>201 Third Street<br>Henderson, Kentucky 42420 | <b>Project:</b><br>2013 Rate Case (2) - Alcan<br>Case No. 2013-00xxx<br><br>For Services Provided in March 2013 |

| #            | Item                | Description  | Qty        | Rate     | Amt                |
|--------------|---------------------|--|------------|----------|--------------------|
| 1            | Consulting Services | John Wolfram – consulting support for strategic planning and beginning cost of service / rate analysis for rate case related to Alcan contract termination | 7.00 hours | \$175.00 | \$1,225.00         |
| <b>TOTAL</b> |                     |  |            |          | <b>\$ 1,225.00</b> |

Please remit payment to Catalyst Consulting LLC at the address listed above. Thank you.

BRBALSHT  
18665000  
0314  
0999  
BWL 4/19/13



# CATALYST CONSULTING LLC

3308 Haddon Road  
Louisville, KY 40241  
(502) 599-1739

johnwolfram@insightbb.com

## INVOICE

|  |   |
|--|---|
| <b>Date:</b> April 30, 2013  | <b>Invoice #:</b> 146   |
| <b>Client:</b><br>Big Rivers Electric Corporation<br>201 Third Street<br>Henderson, Kentucky 42420 | <b>Project:</b><br>2013 Rate Case (2) - Alcan<br>Case No. 2013-00xxx<br><br>For Services Provided in April 2013 |

| #            | Item                | Description  | Qty        | Rate     | Amt                 |
|--------------|---------------------|--|------------|----------|---------------------|
| 1            | Consulting Services | John Wolfram – consulting support for Alcan Rate Case. Conference calls; prepare cost of service study and preliminary rate design; review load data, revenue & forecasts data; emails & meetings on financial forecast & COSS input data. | 56.5 hours | \$175.00 | \$ 9,887.50         |
| 2            | Mileage             | 4/16 Travel roundtrip to Big Rivers  | 278        | \$0.565  | \$ 157.07           |
| <b>TOTAL</b> |                     |  |            |          | <b>\$ 10,044.57</b> |

Please remit payment to Catalyst Consulting LLC at the address listed above. Thank you.



**INVOICE**

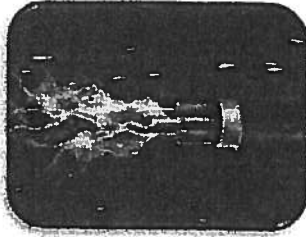
|  |   |
|--|---|
| <b>Date:</b> May 31, 2013  | <b>Invoice #:</b> 149   |
| <b>Client:</b><br>Big Rivers Electric Corporation<br>201 Third Street<br>Henderson, Kentucky 42420 | <b>Project:</b><br>2013 Rate Case (2) - Alcan<br>Case No. 2013-00199<br><br>For Services Provided in May 2013 |

| #            | Item                | Description  | Qty         | Rate     | Amt                 |
|--------------|---------------------|--|-------------|----------|---------------------|
| 1            | Consulting Services | John Wolfram – consulting support for Alcan rate case. Complete cost of service study and rate design; present to Member CEOs and Board of Directors; draft filing requirements; draft direct testimony for Big Rivers' witnesses; conference calls, emails. | 122.5 hours | \$175.00 | \$ 21,437.50        |
| 2            | Expenses            | See next page  |             |          | \$ 1,538.93         |
| <b>TOTAL</b> |                     |  |             |          | <b>\$ 22,976.43</b> |

Please remit payment to Catalyst Consulting LLC at the address listed above. Thank you.

**RECEIVED**  
6/4/13  
*DW*

*BRB ALST*  
*18665000*  
*0314*  
*0999*



**CATALYST**  
CONSULTING LLC

3308 Haddon Road  
Louisville, KY 40241  
(502) 599-1739  
johnwolfram@insightbb.com

**EXPENSE DETAIL**

**JOHN WOLFRAM**

**Big Rivers Electric Corporation  
2013 Rate Case (2) – Alcan  
Case No. 2013-00199  
May 2013**

|    | Item    | Description                 | Qty | Rate   | Amt                |
|----|---------|-----------------------------|-----|--------|--------------------|
| 1  | Mileage | 5/3 Travel to BR            | 276 | 0.565  | \$ 155.94          |
| 2  | Mileage | 5/8-9 Total Mileage         | 306 | 0.565  | \$ 172.89          |
| 3  | Lodging | 5/8-9 Hotel - Hampton Inn   | 1   | 162.78 | \$ 162.78          |
| 4  | Meal    | 5/9 Lunch                   | 1   | 12.07  | \$ 12.07           |
| 5  | Meal    | 5/8 Dinner                  | 1   | 20.11  | \$ 20.11           |
| 6  | Meal    | 5/9 Lunch                   | 1   | 10.00  | \$ 10.00           |
| 7  | Lodging | 5/13-17 Hotel - Hampton Inn | 1   | 556.31 | \$ 556.31          |
| 8  | Meal    | 5/13 Lunch                  | 1   | 10.48  | \$ 10.48           |
| 9  | Meal    | 5/13 Dinner                 | 1   | 21.29  | \$ 21.29           |
| 10 | Meal    | 5/14 Dinner                 | 1   | 13.86  | \$ 13.86           |
| 11 | Meal    | 5/15 Lunch with Hickman     | 1   | 22.95  | \$ 22.95           |
| 12 | Meal    | 5/15 Dinner                 | 1   | 13.00  | \$ 13.00           |
| 13 | Mileage | 5/13-17 Total Mileage       | 376 | 0.565  | \$ 212.44          |
| 14 | Mileage | 5/28 Travel to BR           | 274 | 0.565  | \$ 154.81          |
|    |         | <b>TOTAL</b>                |     |        | <b>\$ 1,538.93</b> |

2013 Rate Case (Alean)  
# 2013-00199

**Big Rivers Electric-Invoice May, 2013**

|             | <u>Description</u>     | <u>Hours</u> | <u>Amount</u> |
|-------------|------------------------|--------------|---------------|
| Services:   |                        |              |               |
| May 1st     | Research               | 2.5          |               |
| May 8th     | Work on recommendation | 6            |               |
| May 9th     | Work on recommendation | 3            |               |
| May 10th    | Work on recommendation | 4            |               |
| May 13th    | Prepare for Meeting    | 4            |               |
| May 14th    | Meeting                | 6            |               |
| May 16th    | Work on Schedules      | 4            |               |
| May 17th    | Work on Testimony      | 6            |               |
| May 19th    | Work on Testimony      | 3            |               |
| May 21st    | Work on Testimony      | 4            |               |
| May 22nd    | Work on Testimony      | 6            |               |
| May 23rd    | Work on Testimony      | 4            |               |
| May 24th    | Work on Testimony      | 3            |               |
| May 26th    | Work on Testimony      | <u>3</u>     |               |
| Total Hours |                        | 58.5         |               |

**Total Services** **\$13,162.50**

Expenses:

|                       |                 |                        |
|-----------------------|-----------------|------------------------|
| Hotels: May 13th      | \$112.60        |                        |
| May 14th              | \$149.96        |                        |
| Milage(1016x.50)      | <u>\$508.00</u> |                        |
| <b>Total Expenses</b> |                 | <b><u>\$770.56</u></b> |

**Total Invoice** **\$13,933.06**

**Send Payment To:**

**Daniel Walker  
7106 University Drive  
Richmond, Virginia 23229**

Thanks for the opportunity to do business with Big Rivers.

BRAALSH  
1866500  
0314  
0999







05-15-13

|  |                  |                     |             |                 |
|--|------------------|---------------------|-------------|-----------------|
| <b>Mr Daniel Walker</b><br><b>7106 University Dr</b><br><b>Richmond VA 23229-7524</b><br><b>US</b> | Folio No. :      |                     | Room No. :  | <b>221</b>      |
|  | A/R Number :     |                     | Arrival :   | <b>05-14-13</b> |
|  | Group Code :     |                     | Departure : | <b>05-15-13</b> |
|  | Company :        |                     | Conf. No. : | <b>61135487</b> |
|  | Membership No. : | <b>PC 327160003</b> | Rate Code : | <b>IKPCM</b>    |
|  | Invoice No. :    |                     | Page No. :  | <b>1 of 1</b>   |

| Date           | Description    | Charges       | Credits     |
|----------------|----------------|---------------|-------------|
| 05-14-13       | *Accommodation |               |             |
| 05-14-13       | Sales Tax      | 129.00        |             |
| 05-14-13       | Occupancy tax  | 11.93         |             |
|                |                | 9.03          |             |
| <b>Total</b>   |                | <b>149.96</b> | <b>0.00</b> |
| <b>Balance</b> |                | <b>149.96</b> |             |

Thank you for staying at Holiday Inn Express Hotel & Suites Lebanon. Qualifying points for this stay will automatically be credited to your account. To make additional reservations online, update your account information or view your statement please visit [www.priorityclub.com](http://www.priorityclub.com). We look forward to welcoming you back soon.

Signature: \_\_\_\_\_

Independently Owned and Operated by Horizon Hospitality LLC.  
 I have received the goods and / or services in the amount shown heron. I agree that my liability for this bill is not waived and agree to be held personally liable in the event that the indicated person, company, or associate fails to pay for any part or the full amount of these charges. If a credit card charge, I further agree to perform the obligations set forth in the cardholder's agreement with the issuer.

Holiday Inn Express Hotel & Suites of Lebanon  
 826 South Cumberland Street  
 Lebanon, Tennessee 37087  
 Phone 615-994-3225 Fax 615-443-3024

Case No. 2013-00199  
 PSC 1-54(c) Attachment  
 Page 2 of 2

Big Rivers Electric Corp.  
17356 - 116,824

Big Rivers Electric Corp.  
Attn: Billie Richert  
VP Accounting, Rates & CFO  
P. O. Box 24  
Henderson, KY 42419-002

Invoice # 116,824  
Our file # 17356 00504  
Billing through 02/28/2013

Rate Case 2013

**BALANCE SUMMARY**

|                                     |                   |
|-------------------------------------|-------------------|
| Balance Forward As Of Last Invoice  | \$0.00            |
| Payments Applied Since Last Invoice | -\$0.00           |
| Total current charges               | \$2,967.50        |
| <b>BALANCE DUE</b>                  | <b>\$2,967.50</b> |

**FOR PROFESSIONAL SERVICES RENDERED**

|            |     |  |      |        |        |
|------------|-----|--|------|--------|--------|
| 02 04 2013 | JMM | Conferences with Wofram re planning for rate case; respond to messages re same.                                  | 1.00 | 220.00 | 220.00 |
| 02 06 2013 | TAK | Phone calls with Travis Siewert, John Wolfram; research.   | 2.00 | 170.00 | 340.00 |
| 02 08 2013 | TAK | Preparation for kick-off meeting.  | 0.70 | 170.00 | 119.00 |
| 02 09 2013 | TAK | Preparation for kick-off meeting.  | 0.50 | 170.00 | 85.00  |
| 02 11 2013 | JMM | Preparation for and attend meeting on rate case for Aican matter; subsequent conferences with Wolfram and Kamuf. | 4.50 | 220.00 | 990.00 |
| 02 11 2013 | TAK | Kick-off meeting; conferences; drive to and from Big Rivers.   | 4.80 | 170.00 | 816.00 |
| 02 11 2013 | TW  | Begin gathering old files for requests of 2013 rate case.  | 0.20 | 75.00  | 15.00  |
| 02 12 2013 | TW  | Gathering old files; finding locations for files.  | 0.60 | 75.00  | 45.00  |
| 02 13 2013 | TW  | Locating files.  | 0.90 | 75.00  | 67.50  |
| 02 18 2013 | TW  | Research correspondence between RUS and Big Rivers Electric.   | 1.40 | 75.00  | 105.00 |
| 02 19 2013 | TW  | Located smelter contracts and MISO study.  | 0.20 | 75.00  | 15.00  |
| 02 20 2013 | TW  | Began location of CFC, CoBank correspondence.  | 1.40 | 75.00  | 105.00 |
| 02 21 2013 | TW  | Location of CFC, CoBank correspondence.  | 0.60 | 75.00  | 45.00  |

**TIMEKEEPER SUMMARY**

|     |                                   |      |          |          |
|-----|-----------------------------------|------|----------|----------|
| JMM | Miller, James                     |      |          |          |
| TAK | Kamuf, Tyson                      | 5.50 | \$220.00 | 1,210.00 |
| TW  | Wright, Trisha                    | 8.00 | \$170.00 | 1,360.00 |
|     | <b>Total fees for this matter</b> | 5.30 | \$75.00  | 397.50   |
|     |                                   |      |          | <hr/>    |
|     |                                   |      |          | 2,967.50 |

**BILLING SUMMARY**

|                                |            |
|--------------------------------|------------|
| TOTAL PROFESSIONAL SERVICES    | \$2,967.50 |
| TOTAL OUT-OF-POCKET EXPENSES   | \$0.00     |
| TOTAL CURRENT CHARGES          | <hr/>      |
| TOTAL BALANCE DUE UPON RECEIPT | \$2,967.50 |
|                                | <hr/>      |
|                                | <hr/>      |

Big Rivers Electric Corp.  
Attn: Billie Richert  
VP Accounting, Rates & CFO  
P. O. Box 24  
Henderson, KY 42419-002

Invoice # 118,098  
Our file # 17356 00504  
Billing through 05/31/2013

Rate Case 2013 (A/cen 2013-00199)

**BALANCE SUMMARY**

|                                     |                   |
|-------------------------------------|-------------------|
| Balance Forward As Of Last Invoice  | \$3,147.00        |
| Payments Applied Since Last Invoice | -\$3,147.00       |
| Total current charges               | \$8,847.00        |
| <b>BALANCE DUE</b>                  | <b>\$8,847.00</b> |

**FOR PROFESSIONAL SERVICES RENDERED**

|            |     |   |      |        |          |
|------------|-----|---|------|--------|----------|
| 05 01 2013 | TAK | Call with John Wolfram; review rate design study.   | 1.00 | 170.00 | 170.00   |
| 05 02 2013 | TAK | Work on testimony/application.  | 3.30 | 170.00 | 561.00   |
| 05 03 2013 | TAK | Work on testimony/application.  | 4.50 | 170.00 | 765.00   |
| 05 08 2013 | TAK | Work on testimony/application.  | 4.00 | 170.00 | 680.00   |
| 05 09 2013 | JMM | Conference call with Big Rivers team re tariff issues.  | 0.30 | 220.00 | 66.00    |
| 05 09 2013 | TAK | Conference call.  | 1.00 | 170.00 | 170.00   |
| 05 10 2013 | JMM | Conference with Kamuf to prepare for team call; participate in team call.   | 1.30 | 220.00 | 286.00   |
| 05 10 2013 | TAK | Conference call; work on tariff.  | 1.70 | 170.00 | 289.00   |
| 05 13 2013 | TAK | Conferences with John Wolfram, Jeff Williams; review tariff.  | 0.90 | 170.00 | 153.00   |
| 05 14 2013 | TAK | Conferences with John Wolfram, Chris Warren, Dan Walker, DeAnna Speed, Billie Richert, Mark Bailey; drive to and from Big Rivers. | 7.20 | 170.00 | 1,224.00 |
| 05 15 2013 | TAK | Research; review draft board presentation; call with John Wolfram; work on notice of intent.                                      | 1.10 | 170.00 | 187.00   |
| 05 16 2013 | JMM | Review draft notice of intent; prepare for board meeting; conference with Wolfram.  | 0.70 | 220.00 | 154.00   |
| 05 16 2013 | TAK | Work on application; filing requirements, notice.   | 2.70 | 170.00 | 459.00   |
| 05 17 2013 | TAK | Work on filing notice of intent.  | 0.30 | 170.00 | 51.00    |
| 05 19 2013 | JMM | Review Billie Richert analysis of rate request.   | 0.30 | 220.00 | 66.00    |
| 05 20 2013 | JMM | Review and respond to Wolfram inquiry.  | 0.20 | 220.00 | 44.00    |

|            |     |   |      |        |          |
|------------|-----|---|------|--------|----------|
| 05 20 2013 | TAK | Work on testimony, filing requirements.   | 1.30 | 170.00 | 221.00   |
| 05 21 2013 | TAK | Work on filing requirements, testimony.   | 2.00 | 170.00 | 340.00   |
| 05 22 2013 | TAK | Work on filing requirements, testimony.   | 1.60 | 170.00 | 272.00   |
| 05 23 2013 | TAK | Review tariff; conference call; work on testimony and filing requirements.  | 3.70 | 170.00 | 629.00   |
| 05 31 2013 | JMM | Conference with Lindsay Barron and Bob Berry re LICX tariff policy issues; conference with Wolfram; commence research for and review of LICX tariff and related Commission proceedings. | 2.10 | 220.00 | 462.00   |
| 05 31 2013 | TAK | Work on application, testimony, filing requirements; call with DeAnna Speed.  | 9.40 | 170.00 | 1,598.00 |

**TIMEKEEPER SUMMARY**

|                                   |               |       |          |                 |
|-----------------------------------|---------------|-------|----------|-----------------|
| JMM                               | Miller, James | 4.90  | \$220.00 | 1,078.00        |
| TAK                               | Kamuf, Tyson  | 45.70 | \$170.00 | 7,769.00        |
| <b>Total fees for this matter</b> |               |       |          | <b>8,847.00</b> |

**BILLING SUMMARY**

|                                       |                   |
|---------------------------------------|-------------------|
| TOTAL PROFESSIONAL SERVICES           | \$8,847.00        |
| TOTAL OUT-OF-POCKET EXPENSES          | \$0.00            |
| TOTAL CURRENT CHARGES                 | \$8,847.00        |
| <b>TOTAL BALANCE DUE UPON RECEIPT</b> | <b>\$8,847.00</b> |

Big Rivers Electric Corp.  
Attn: Billie Richert  
VP Accounting, Rates & CFO  
P. O. Box 24  
Henderson, KY 42419-002

Invoice # 117,671  
Our file # 17356 00504  
Billing through 04/30/2013

Rate Case 2013 - *Alan*

**BALANCE SUMMARY**

|                                     |                   |
|-------------------------------------|-------------------|
| Balance Forward As Of Last Invoice  | \$17.00           |
| Payments Applied Since Last Invoice | -\$17.00          |
| Total current charges               | \$3,147.00        |
| <b>BALANCE DUE</b>                  | <b>\$3,147.00</b> |

**FOR PROFESSIONAL SERVICES RENDERED**

|            |     |  |      |        |          |
|------------|-----|--|------|--------|----------|
| 04 09 2013 | TAK | Call with DeAnna Speed.  | 0.20 | 170.00 | 34.00    |
| 04 10 2013 | TAK | Call with John Wolfram; review draft presentation.   | 0.40 | 170.00 | 68.00    |
| 04 11 2013 | TAK | Conference call; cali with John Wolfram; review and work on testimony outline.   | 1.30 | 170.00 | 221.00   |
| 04 16 2013 | JMM | Review and consider messages; conferences with Kamuf and Wolfram.  | 1.40 | 220.00 | 308.00   |
| 04 16 2013 | TAK | Call with Jim Miller, John Wolfram.  | 1.80 | 170.00 | 306.00   |
| 04 17 2013 | TAK | Call with Dan Walker.  | 0.40 | 170.00 | 68.00    |
| 04 24 2013 | TAK | Call with Dan Walker.  | 0.20 | 170.00 | 34.00    |
| 04 25 2013 | TAK | Conference call; calls with DeAnna Speed, Dan Walker.  | 1.10 | 170.00 | 187.00   |
| 04 26 2013 | TAK | Calls with John Wolfram, DeAnna Speed, Dan Walker; conference with Jim Miller; review filing requirements; work on issues; drafting testimony. | 6.60 | 170.00 | 1,122.00 |
| 04 29 2013 | TAK | Call with DeAnna Speed; review filing requirements and work re same; work re testimony.  | 4.70 | 170.00 | 799.00   |

**TIMEKEEPER SUMMARY**

|                                   |               |       |          |                 |
|-----------------------------------|---------------|-------|----------|-----------------|
| JMM                               | Miller, James | 1.40  | \$220.00 | 308.00          |
| TAK                               | Kamuf, Tyson  | 16.70 | \$170.00 | 2,839.00        |
| <b>Total fees for this matter</b> |               |       |          | <b>3,147.00</b> |

**BILLING SUMMARY**

TOTAL PROFESSIONAL SERVICES  
TOTAL OUT-OF-POCKET EXPENSES

\$3,147.00

\$0.00

Case No. 2013-00199  
PSC 1-54(c) Attachment Inv. 117.671

Big Rivers Electric Corp.  
17356 - 117,671

|                                |                   |
|--------------------------------|-------------------|
| TOTAL CURRENT CHARGES          | \$3,147.00        |
| TOTAL BALANCE DUE UPON RECEIPT | <u>\$3,147.00</u> |

Big Rivers Electric Corp.  
17356 - 117,246

Big Rivers Electric Corp.  
Attn: Billie Richert  
VP Accounting, Rates & CFO  
P. O. Box 24  
Henderson, KY 42419-002

Invoice # 117,246  
Our file # 17356 00504  
Billing through 03/31/2013

Rate Case 2013 (Alcan)

**BALANCE SUMMARY**

|                                     |                |
|-------------------------------------|----------------|
| Balance Forward As Of Last Invoice  | \$2,967.50     |
| Payments Applied Since Last Invoice | -\$2,967.50    |
| Total current charges               | \$17.00        |
| <b>BALANCE DUE</b>                  | <b>\$17.00</b> |

**FOR PROFESSIONAL SERVICES RENDERED**

|            |     |                               |      |        |       |
|------------|-----|-------------------------------|------|--------|-------|
| 03 13 2013 | TAK | Phone call with DeAnna Speed. | 0.10 | 170.00 | 17.00 |
|------------|-----|-------------------------------|------|--------|-------|

**TIMEKEEPER SUMMARY**

|                                   |              |      |          |              |
|-----------------------------------|--------------|------|----------|--------------|
| TAK                               | Kamuf, Tyson | 0.10 | \$170.00 | 17.00        |
| <b>Total fees for this matter</b> |              |      |          | <u>17.00</u> |

**BILLING SUMMARY**

|                                       |                |
|---------------------------------------|----------------|
| TOTAL PROFESSIONAL SERVICES           | \$17.00        |
| TOTAL OUT-OF-POCKET EXPENSES          | \$0.00         |
| TOTAL CURRENT CHARGES                 | \$17.00        |
| <b>TOTAL BALANCE DUE UPON RECEIPT</b> | <b>\$17.00</b> |

*BJR 4/19/13*



RECEIVED

JUL 12 2013

PUBLIC SERVICE  
COMMISSION

**Report on the  
Comprehensive Depreciation Study**

**Prepared for  
Big Rivers Electric Corporation  
Henderson, Kentucky**



**November 2012  
Project Number: 70000**



**Report on the  
Comprehensive Depreciation Study**

**Prepared for the**

**Big Rivers Electric Corporation  
Henderson, Kentucky**

**November 2012**

**Project Number 70000**

**Prepared by**

**Burns & McDonnell Engineering Company, Inc.  
Kansas City, Missouri**

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November 20, 2012

Mr. Ralph Ashworth  
Director Finance  
Big Rivers Electric Corporation  
201 Third Street  
Henderson, KY 42420

Re: 2012 Comprehensive Depreciation Study  
Project Number: 70000

Dear Mr. Ashworth:

This report encompasses the 2012 Comprehensive Depreciation Study (the Study), completed by Burns & McDonnell Engineering Company (Burns & McDonnell) on behalf of Big Rivers Electric Corporation (Big Rivers), for Big Rivers' electric plant, transmission, and general plant assets as of July 31, 2012. The Study was prepared in accordance with Big Rivers' Request for Proposal (RFP) dated August 3, 2012. The Study was performed for all facilities accounted for in accordance with Rural Utilities Service (RUS) Bulletin 1767B-1, Uniform System of Accounts.

Big Rivers has committed to filing for a general review of its operations and tariffs to the Kentucky Public Service Commission (KPSC) in the first quarter of 2013. This Study was also completed as a requirement for that filing. The depreciation rates developed as part of this study must be approved by the RUS and KPSC before implementation. This Study reflects the results of Burns & McDonnell's engineering assessment and analysis of the remaining useful lives of Big Rivers' system assets and presents our proposed electric plant, transmission system, and general plant depreciation rates.

The Study presents the proposed remaining life estimates and the corresponding proposed depreciation rates for each account. This Study also provides a comparison of Big Rivers' annual depreciation expense calculated using both the existing and the proposed depreciation rates based on the plant in service as of July 31, 2012. This comparison shows the proposed depreciation rates would result in an increase in depreciation expense of approximately \$1.6 million per year.

This report represents the completion of Burns & McDonnell's scope of services for the Study on behalf of Big Rivers. Our project manager and team of engineers who participated in the project would like to extend appreciation to the staff for their assistance during the project. We are available to discuss this report and Burns & McDonnell's findings with you at your convenience.

Sincerely,  
Burns & McDonnell

Jon Summerville  
Project Manager

Ted J. Kelly  
Principal & Project Director

JES/tjk

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**APPENDIX A: DETAILED DEPRECIATION RATE CALCULATIONS**

**EXECUTIVE SUMMARY**

## EXECUTIVE SUMMARY

This report describes the 2012 Comprehensive Depreciation Study (the Study), completed by Burns & McDonnell Engineering Company (Burns & McDonnell) on behalf of Big Rivers Electric Corporation (Big Rivers; or the Cooperative), pertaining to Big Rivers' electric, transmission, and general plant assets in service as of July 31, 2012. The Study was prepared in accordance with Big Rivers' Request for Proposal (RFP) dated August 3, 2012.

### INTRODUCTION

The Study desired by Big Rivers was to be performed for all facilities in accordance with Rural Utilities Service (RUS) Bulletin 1767B-1. Big Rivers and Burns & McDonnell jointly completed and filed the last depreciation study titled "Report on the Comprehensive Depreciation Study" with the RUS in February of 2011 (2010 Study). Big Rivers requires a current study be performed because Big Rivers has committed to filing a general review of its operations and tariffs with the Kentucky Public Service Commission (KPSC) in the first quarter of 2013. This Study was completed as a requirement for that filing with the KPSC.

Burns & McDonnell's approach to meeting the requirements for the Study was based substantially on performance of the previously completed physical site observations of the generating and transmission facilities by experienced power plant design engineers and transmission system engineers, respectively. These engineers then applied their experience and engineering judgment in approximating the remaining lives of each of Big Rivers' generating facilities. Generally, the previously completed site visits at included observation of the equipment and facilities and discussions with Big Rivers' staff and included the following activities.

- Observation of transmission and generating plant equipment and facilities
- Evaluation of equipment and facilities condition
- Interview of transmission and production operating and maintenance staff
- Review of organization structure, procedures, and staffing levels
- Determination of transmission and production operating and maintenance practices

- Assessment of transmission and production operating and maintenance experiences
- Collection of pertinent cost and operating data and records
- Collection of environmental data
- Development of facilities descriptions

The projected remaining useful lives of the various transmission assets and generating assets for each plant were then factored into the depreciation rate analysis performed by Burns & McDonnell's depreciation consultants. The Study included analysis of the service life characteristics, projected net salvage values, and depreciation reserves for the generating assets, as well as for the transmission and general plant assets.

The information used in the analysis of Big Rivers' depreciation rates was provided by the Cooperative's staff. This included various computer-generated accounting data, certain performance results, budgets, inspection reports, technical documents such as drawings and specifications, contracts, policies and procedure manuals, and other documents such as prior related studies. Historical data from 1965 to 2012 that was recorded in Big Rivers' Continuing Property Records (CPR) system was used throughout the analyses. For plant categories where sufficient experience data was not available, publicly available industry data was utilized as a representative proxy.

The previously completed site visits were conducted at each of Big Rivers' production facilities, representative transmission substations, representative transmission lines, and the headquarters offices in Henderson, Kentucky. Key production, environmental, and accounting staff were interviewed and the condition of the facilities was assessed during these site visits. The site observations of the system facilities did not include any internal inspections or examinations, environmental testing, or completion of any performance tests on the equipment and facilities. No system, structural, pipe stress, or other mathematical modeling analysis was included in the scope of the facilities observations.

Generally accepted depreciation study procedures widely used by the utility industry were followed. Actuarial analysis of average service lives and dispersions based on historical



characteristics of the RUS account since inception were developed. Either the Whole Life procedure or the Life Span combined with the Remaining Life technique was used to calculate the proposed depreciation rate for each account, depending on the nature of the types of property units included in the account.

## **ENGINEERING ASSESSMENT**

Estimated remaining useful lives for Big Rivers' generating plant assets were based, in part, on the American Society of Testing and Materials (ASTM) guidelines for high temperature creep design. Per these guidelines, the portions of a generating facility subject to creep stress should be designed to experience at least 200,000 hours of service or 5,000 thermal cycles. Assuming 8,000 hours of full-load operation per year, this equates to 25 years of service.

Because most equipment manufacturers are quite conservative in applying these guidelines, reaching these levels of service does not mean that a generating unit cannot provide reliable service for much longer periods. It does mean that creep-susceptible portions of a generating unit that has logged this level of operation should undergo metallurgical testing to detect the beginning of creep stress damage. Once damage is detected, the affected components should be evaluated regularly and repairs or replacement performed as indicated to facilitate the unit's successful return to service.

Burns & McDonnell recommends that Big Rivers continues to follow a comprehensive program of testing on those units approaching the service limits in the ASTM guidelines. Individual components should be either repaired or replaced as damage is identified. Since creep stress is a long-term phenomenon, there should be adequate time to procure and schedule replacement of any damaged components. All of the Big Rivers generating units have reached the age when this testing program should be performed. This testing is currently being performed by Big Rivers and should continue to be performed.

Since the Unwind Closing in 2009, Big Rivers has not performed major maintenance such as valve inspections and turbine generator inspections on a schedule consistent with prudent utility operations. Based on the assumption that Big Rivers will be able to perform future major

maintenance in a manner consistent with prudent utility operations, there is no reason, from a mechanical engineering perspective, that all of Big Rivers' generating units cannot remain in service for a long time. Should major maintenance continue to be postponed, it is not likely that all of Big Rivers' generating units will remain in service as long as similar generating units.

In the initial study conducted in 1998 an additional 200,000 hours of operation was assumed as the remaining useful life of each plant beyond the original 200,000 hours from ASTM guidelines, for a total of 400,000 hours. Based on Big Rivers' records of operation, maintenance and component replacements; other service documents; and previously completed on-site inspections; approximately 30,000 – 60,000 hours of additional operation was assumed to calculate the remaining useful life of each unit. The typical operating hours from the 2010 Study along with the actual historical operating hours the last eight years for each unit were assumed to continue for purposes of translating the remaining operating hours into remaining years of service.

## DEPRECIATION RATE ANALYSIS

The Study was conducted to analyze the service life characteristics, net salvage indications, and depreciation reserve status based on historical data from Big Rivers' CPR system data, and then to derive appropriate depreciation rates for Big Rivers' electric plant in service, transmission system, and general plant assets. Actuarial analyses were performed using Big Rivers' historical data and applied to individual accounts to estimate useful service lives.

Two primary methods were used to calculate depreciation accruals: the Whole Life method (most General Plant accounts) and the Life Span method combined with the Remaining Life technique (all Production accounts, Transmission accounts, and Account 390 – Structures).

Burns & McDonnell's engineers and depreciation consultants performed analysis of available data and information in order to assess whether specific detailed estimates of terminal removal costs for each of the Big Rivers generating stations could be developed with reasonable substantiation. The significant potential costs that could be required for environmental remediation required at the Big Rivers plant sites were not considered in developing the net

salvage values. Instead, the historical removal costs provided by Big Rivers from the 2010 Study were used in calculating the net salvage factors.

Table ES-1 shows each capital plant account balance and reserve balance studied as of July 31, 2012. Table ES-1 also summarizes the results of the depreciation rate analysis by showing the existing depreciation rates and annual depreciation expense compared to the proposed depreciation rates and annual depreciation expense. Detailed calculations for the proposed rates are provided in Appendix A.

Annual depreciation expense based on applying the existing depreciation rates to the July 31, 2012 balances in each account totaled \$43.9 million. The application of the proposed depreciation rates to the same July 31, 2012 account balances resulted in estimated annual depreciation expense of approximately \$45.5 million, representing an estimated increase in Big Rivers' total annual depreciation expense of approximately \$1.6 million.

**Table ES-1: 2012 Depreciation Rate Study Summary**

| Account                     | Description                                | As of July 31, 2012    |                      |               | Existing Depreciation Rate | Average Service Life | Remaining Service Life | Net Salvage Factor | Proposed Depreciation Rate | Annual Depreciation Expense |                     |                    |
|-----------------------------|--|------------------------|----------------------|---------------|----------------------------|----------------------|------------------------|--------------------|----------------------------|-----------------------------|---------------------|--------------------|
|                             |  | Plant Balance          | Reserve Balance      | Reserve Ratio |                            |                      |                        |                    |                            | Existing                    | Proposed            | Variance           |
|                             |  |                        |                      |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 310                         | Land & Land Improvements                   | 4,537,577              | 0                    |               |                            |                      |                        |                    |                            |                             |                     |                    |
| <b>PRODUCTION PLANT [1]</b> |  |                        |                      |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 340                         | Land                                       | 475,968                | 0                    |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 311                         | Structures                                 | 125,693,531            | 82,324,994           | 65.5          | 1.38%                      | 62.0                 | 28.2                   | -4.5%              | 1.38%                      | 1,734,571                   | 1,737,612           | 3,041              |
| 312                         | Boiler Plant                               | 680,885,710            | 356,227,283          | 52.3          | 1.88%                      | 59.5                 | 26.1                   | -5.0%              | 2.02%                      | 12,800,651                  | 13,732,241          | 931,589            |
| 312 A-K                     | Boiler Plant - Environment Compliance      | 577,753,481            | 222,781,719          | 38.6          | 2.28%                      | 53.0                 | 26.1                   | -2.0%              | 2.43%                      | 13,172,779                  | 14,016,172          | 843,392            |
| 312 L-P                     | Short-Life Production Plant -Environmental | 13,034,034             | 3,069,236            | 23.5          | 20.22%                     | 10.0                 | 4.8                    | 0.0%               | 15.95%                     | 2,635,482                   | 2,078,941           | (556,541)          |
| 312 V-Z                     | Short-Life Production Plant -Other         | 721,531                | (178,280)            | -24.7         | 14.39%                     | 10.0                 | 4.9                    | 0.0%               | 25.38%                     | 103,828                     | 183,151             | 79,323             |
| 314                         | Turbine                                    | 230,546,435            | 129,685,979          | 56.3          | 1.91%                      | 59.5                 | 26.5                   | -8.2%              | 1.96%                      | 4,403,437                   | 4,511,020           | 107,583            |
| 315                         | Electric Equipment                         | 62,213,068             | 37,265,920           | 59.9          | 1.99%                      | 50.9                 | 18.3                   | 3.0%               | 2.03%                      | 1,238,040                   | 1,261,703           | 23,663             |
| 316                         | Miscellaneous Equipment                    | 4,745,114              | 60,556               | 1.3           | 3.78%                      | 57.5                 | 24.3                   | 0.5%               | 4.04%                      | 179,365                     | 191,836             | 12,471             |
| 341                         | CT - Structures                            | 154,233                | 122,610              | 79.5          | 1.17%                      | 52.5                 | 19.4                   | 0.0%               | 1.06%                      | 1,805                       | 1,633               | (172)              |
| 342                         | CT - Fuel Holders & Access.                | 1,442,387              | 641,686              | 44.5          | 9.10%                      | 52.5                 | 19.2                   | -134.8%            | 9.92%                      | 131,257                     | 143,063             | 11,806             |
| 343                         | CT - Prime Movers                          | 4,915,886              | 3,929,184            | 79.9          | 3.02%                      | 52.5                 | 19.4                   | -38.3%             | 3.02%                      | 148,460                     | 148,316             | (144)              |
| 344                         | CT - Generators                            | 1,102,964              | 1,027,096            | 93.1          | 0.50%                      | 52.5                 | 19.5                   | 0.0%               | 0.35%                      | 5,515                       | 3,891               | (1,624)            |
| 345                         | CT - Accessory Electrical Equipment        | 399,274                | 178,372              | 44.7          | 2.05%                      | 52.5                 | 18.9                   | 0.0%               | 2.93%                      | 8,185                       | 11,683              | 3,498              |
|                             | Subtotal                                   | 1,708,621,193          | 837,136,354          |               |                            |                      |                        |                    |                            | 36,563,375                  | 38,021,262          | 1,457,887          |
| <b>TRANSMISSION [1]</b>     |  |                        |                      |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 350                         | Land                                       | 704,868                | 0                    |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 352                         | Structures                                 | 6,872,307              | 3,939,593            | 57.3          | 1.90%                      | 52.5                 | 23.3                   | -2.4%              | 1.94%                      | 130,574                     | 133,325             | 2,752              |
| 353                         | Station Equipment                          | 123,005,428            | 57,372,818           | 46.6          | 2.23%                      | 52.5                 | 23.4                   | -0.2%              | 2.29%                      | 2,743,021                   | 2,818,401           | 75,380             |
| 354                         | Towers                                     | 8,593,544              | 5,258,193            | 61.2          | 1.42%                      | 57.5                 | 28.5                   | 0.0%               | 1.36%                      | 122,028                     | 117,062             | (4,967)            |
| 355                         | Poles                                      | 42,531,008             | 24,872,625           | 58.5          | 2.06%                      | 49.5                 | 20.5                   | 0.0%               | 2.03%                      | 876,139                     | 861,385             | (14,754)           |
| 356                         | Lines                                      | 43,877,088             | 25,179,681           | 57.4          | 1.69%                      | 52.5                 | 23.5                   | 0.0%               | 1.81%                      | 741,523                     | 795,634             | 54,112             |
|                             | Subtotal                                   | 225,584,244            | 116,622,910          |               |                            |                      |                        |                    |                            | 4,613,285                   | 4,725,807           | 112,523            |
| <b>GENERAL PLANT [2]</b>    |  |                        |                      |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 389                         | Land                                       | 407,251                | 0                    |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 390                         | Structures [1]                             | 5,263,520              | 1,841,773            | 35.0          | 2.84%                      | 42.5                 | 11.5                   | 21.8%              | 3.76%                      | 149,484                     | 198,151             | 48,667             |
| 391.0/391.6/391.7           | Office Furniture & Equipment               | 797,888                | (226,065)            | -28.3         | 17.12%                     | 10.0                 | 6.0                    | 8.9%               | 9.11%                      | 136,598                     | 72,724              | (63,875)           |
| 391.2, 391.3                | Computer                                   | 20,489,975             | 2,105,972            | 10.3          | 10.29%                     | 10.0                 | 4.8                    | 1.2%               | 9.88%                      | 2,108,418                   | 2,024,934           | (83,484)           |
| 392.2                       | Vehicles - General                         | 2,085,515              | 1,222,328            | 58.6          | 4.39%                      | 10.0                 | 3.0                    | 14.2%              | 8.58%                      | 91,554                      | 179,034             | 87,480             |
| 392.3                       | Vehicles - Transmission                    | 1,257,240              | 788,792              | 62.7          | 6.14%                      | 10.0                 | 4.7                    | 16.9%              | 8.31%                      | 77,195                      | 104,450             | 27,256             |
| 393                         | Stores Equipment                           | 98,766                 | 77,948               | 78.9          | 4.40%                      | 16.0                 | 5.2                    | 4.4%               | 5.97%                      | 4,346                       | 5,900               | 1,554              |
| 394                         | Tools                                      | 731,818                | 441,711              | 60.4          | 4.61%                      | 16.0                 | 8.2                    | 2.7%               | 6.08%                      | 33,737                      | 44,482              | 10,745             |
| 395                         | Lab Equipment                              | 221,279                | 176,719              | 79.9          | 4.41%                      | 16.0                 | 5.7                    | 2.1%               | 6.12%                      | 9,758                       | 13,541              | 3,783              |
| 396                         | Power Operated Equipment                   | 567,875                | 423,883              | 74.6          | 3.70%                      | 16.0                 | 5.6                    | 24.9%              | 4.69%                      | 21,011                      | 26,644              | 5,632              |
| 397                         | Communication Equipment                    | 1,670,551              | 1,488,248            | 89.1          | 4.35%                      | 16.0                 | 1.0                    | -0.1%              | 6.25%                      | 72,669                      | 104,474             | 31,805             |
| 398                         | Miscellaneous Equipment                    | 251,254                | 44,367               | 17.7          | 11.80%                     | 16.0                 | 9.0                    | 3.2%               | 6.05%                      | 29,648                      | 15,200              | (14,448)           |
|                             | Subtotal                                   | 33,842,932             | 8,385,678            |               |                            |                      |                        |                    |                            | 2,734,419                   | 2,789,533           | 55,115             |
| <b>TOTAL</b>                |  | <b>\$1,968,115,264</b> | <b>\$962,144,943</b> |               |                            |                      |                        |                    |                            | <b>\$43,911,079</b>         | <b>\$45,536,603</b> | <b>\$1,625,524</b> |

[1] Life Span Method depreciation  
 [2] Whole Life Method depreciation

## SUMMARY & CONCLUSIONS

Based on our analysis of the information provided by Big Rivers and the results of the previously completed property observations of the Big Rivers system facilities, Burns & McDonnell has formulated estimates of the remaining useful service lives for each plant and the transmission system assets. From this, proposed depreciation rates have been developed for all of the Cooperative's generation, transmission, and general plant in service, utilizing historical accounting records data, other published depreciation survey information, and generally accepted depreciation analysis methodologies.

Assuming that the recommended equipment testing on the generating plant assets is continued, that Big Rivers will be able to perform future major maintenance in a manner consistent with prudent utility operations, and assuming that any damaged components of the equipment are either repaired or replaced, Burns & McDonnell finds that there should be no reason, from a mechanical engineering perspective, that all of Big Rivers' generating units could not remain in reliable operating service well into the future. This conclusion is conditioned by the forthcoming statement of limiting conditions.

Therefore, Burns & McDonnell recommends to Big Rivers that it consider pursuing approval and implementation of the proposed depreciation rates for each RUS account as presented in this report. These proposed depreciation rates are projected to increase the total annual depreciation expense of Big Rivers by approximately 3.7 percent.

## STATEMENT OF LIMITING CONDITIONS

The analysis and results of the Study developed and presented herein by Burns & McDonnell are based on sound engineering and economic theory. However, certain factors and parameters affecting the performance of the Study must be clearly stated. The estimated remaining useful lives, net salvage rates, and proposed depreciation rates are provided subject to the following limiting conditions:

1. All existing information and facts known to Big Rivers were assumed to have been made available.

2. Assessments of the condition of the assets were based solely on casual observations. No detailed testing of any of the equipment or facilities was performed by Burns & McDonnell.
3. Generally accepted levels of and procedures for operation and maintenance of the plant in service throughout the remaining life was assumed in the future.
4. Emphasis on the engineering assessment of the generating assets and transmission assets was assumed. No physical inspection of transmission and general plant assets was made.

In the preparation of this report, the information provided to us by Big Rivers was used by Burns & McDonnell to make certain assumptions with respect to conditions that may exist in the future. While we believe the assumptions made are reasonable for the purposes of this report, we make no representation that the conditions assumed will, in fact, occur. In addition, while we have no reason to believe that the information provided to us by Big Rivers, and on which we have relied, is inaccurate in any material respect, we have not independently verified such information and cannot guarantee its accuracy or completeness. To the extent that actual future conditions differ from those assumed herein or from the information provided to us, the actual results will vary from those projected.

\* \* \* \* \*

## **PART I - INTRODUCTION**

## PART I INTRODUCTION

This report describes the Comprehensive Depreciation Study completed by Burns & McDonnell Engineering Company for Big Rivers Electric Corporation (as of July 31, 2012). The Study was prepared in accordance with Big Rivers' Request for Proposal (RFP) dated August 3, 2012. The Study desired by Big Rivers was to be performed for all facilities accounted for in accordance with RUS Bulletin 1767B-1, Uniform System of Accounts.

Part II of the Study, Engineering Assessment, is intended to address the issues identified by the RUS to be covered in the Study:

- Discussion of facility basic design and equipment
- Analysis of plant historical performance
- Review of on-site inspections and analysis of operating conditions
- Discussion of Big Rivers' operation, maintenance, and staffing
- Analysis of external and environmental factors affecting asset useful lives
- Statement of opinion regarding remaining useful lives and proper depreciation rates

Descriptions of each of Big Rivers' generating stations are provided, along with assessments of the recent historical operations and maintenance and the physical condition of each plant developed through the previously completed on-site observations of the facilities. The engineering assessment presented in Part II addresses each of the above areas, with the exception of the development of proposed depreciation rates.

The analyses leading to formulation of proposed new depreciation rates for Big Rivers are described in Part III. Part III provides brief descriptions of the alternative methods used in calculating depreciation rates and identifies the specific method used, as well as the various considerations and assumptions made, in developing the actuarial analyses for each account. Detailed calculations for all the accounts are provided in Appendix A.



Part IV of the Study summarizes the results of the Study and quantifies the estimated impact of the proposed depreciation rates on Big Rivers' annual depreciation expense accrual.

## **BIG RIVERS ELECTRIC CORPORATION**

Big Rivers is a generation and transmission cooperative that provides bulk wholesale electric service to its member distribution cooperatives, with delivery through high voltage transmission facilities it owns and operates. Big Rivers was established as a cooperative and is operated under the authority of the RUS, an agency within the United States Department of Agriculture. Big Rivers is headquartered in Henderson, Kentucky and provides power for retail distribution to all or part of 22 counties in western Kentucky through its three member cooperatives:

- Jackson Purchase Energy Corporation, Paducah, KY
- Meade County Rural Electric Cooperative Corporation, Brandenburg, KY
- Kenergy Corp., Henderson, KY

Big Rivers owns and operates 1,444 MW of generating capacity in four power generating stations: Robert A. Reid (130 MW), Kenneth C. Coleman (443 MW), Robert D. Green (454 MW), and D.B. Wilson (417 MW). Total power capacity is 1,819 MW, including rights to Henderson Municipal Power & Light (HMP&L) Station Two and contracted capacity from Southeastern Power Administration (SEPA).

Big Rivers also owns and operates approximately 1,260 miles of transmission lines, most of which are operated at 69 kilovolts (kV), 161 kV, or 345 kV. In addition, the Cooperative's transmission system includes electric substations with over 3,540 MVA of transformer capacity. General plant facilities of Big Rivers include its headquarters office buildings, a warehouse, the central lab, publications, and communications buildings, the vehicle and power-operated equipment fleets, and all types of equipment, furniture, computers, and other items used in the Cooperative's operations.

## PURPOSE OF STUDY

Big Rivers completed and filed its last depreciation study (conducted by Burns & McDonnell) with the RUS in February of 2011. Big Rivers has committed to filing a general review of its operations and tariffs with the KPSC within the first quarter of 2013. The KPSC has required that a new depreciation study be submitted as part of that filing.

Big Rivers solicited proposals and retained Burns & McDonnell to perform the Study in accordance with the RUS' guidelines. This Study includes:

- A discussion of each production facility's basic design and equipment
- A discussion of the composition of the transmission system
- An analysis of each production facility's historical performance
- Previously completed on-site reviews and analyses of each transmission system and production facility's current operating condition
- A discussion of the operating and maintenance procedures and staffing for each production facility and the transmission system
- An analysis of external and environmental factors that may impact the transmission system and each production facility's remaining useful life

## PROJECT APPROACH

Burns & McDonnell's approach to meeting the above stated requirements for the Study was identical to the study completed in 2011. The Study was also based (in part) on the performance of previously completed physical site observations of the generating facilities and transmission system by experienced power plant design engineers and transmission system design engineers. These engineers then applied their experience and engineering judgment in approximating the remaining lives of each of Big Rivers' generating facilities and the transmission system. The activities performed during the previously completed site visits included:

- Observation of transmission and generating plant equipment and facilities
- Evaluation of equipment and facilities condition
- Interview of transmission and production operating and maintenance staff

- Review of organization structure, procedures, and staffing levels
- Determination of transmission and production operating and maintenance practices
- Assessment of transmission and production operating and maintenance experiences
- Collection of pertinent cost and operating data and records
- Collection of environmental data
- Development of facilities descriptions

The site observations of the plant facilities and transmission system did not include any internal inspections or examinations, or completion of any performance tests on the equipment and facilities. No system, structural, pipe stress, or other mathematical modeling analysis was included in the scope of the facilities observations.

The significant potential costs that could be required for environmental remediation were not considered in developing the net salvage values. Instead, the historical removal costs provided by Big Rivers in the 2010 Study were used in calculating the net salvage factors.

The projected remaining useful lives of the various generating and transmission assets and the estimates of terminal net salvage values were then factored into the depreciation rate analysis performed by Burns & McDonnell's depreciation consultants. The Study included analysis of the service life characteristics, net salvage values, and depreciation reserves for the generating assets, transmission assets, and general plant assets. Raw historical plant account data from 1965 to 2012 was obtained from Big Rivers' CPR system.

Generally accepted depreciation study procedures and actuarial analyses widely used by the utility industry were followed. Actuarial analyses of average service lives and dispersions based on historical characteristics of the plant retired for each active RUS plant account since inception were developed. Either the Whole Life method or the Life Span method with the Remaining Life technique was used to calculate the proposed depreciation rate for each account, depending on the nature of the types of property units included in an account.

## SOURCES OF DATA

Much of the information used in the analysis of Big Rivers' depreciation rates was provided by the Cooperative's staff. This included various computer-generated accounting data from Big Rivers' CPR system, certain performance results, budgets, inspection reports, technical documents such as drawings and specifications, contracts, policies and procedure manuals, and other documents such as prior related studies. Historical data from 1965 to 2012 as recorded in Big Rivers' CPR system was used throughout the analyses.

Previously completed site visits were conducted at each of Big Rivers' electric generating facilities, system transmission substations, representative transmission lines, and the headquarters offices in Henderson, Kentucky. Key production, engineering, and accounting staff were interviewed and the condition of the facilities was discussed and assessed during these site visits. The site observations of the system facilities did not include any internal inspections or examinations, environmental testing, or completion of any performance tests on the equipment and facilities. No system, structural, pipe stress, environmental assessment, or other mathematical modeling analysis was included in the scope of the facilities observations.

\* \* \* \* \*

## **PART II – ENGINEERING ASSESSMENT**

## PART II ENGINEERING ASSESSMENT

### OVERVIEW

This section of the report provides an engineering assessment of the Big Rivers' generation and transmission plant assets. In completing the assessment Burns & McDonnell interviewed appropriate Big Rivers staff concerning the operation and maintenance of the system assets. The following activities were conducted to examine Big Rivers' generation and transmission plant assets from an engineering perspective.

- A discussion of each production facility's basic design and equipment
- Previously completed on-site reviews and analyses of each production facility's current operating condition
- An analysis of each production facility's historical performance
- A discussion of the operating and maintenance procedures for each production facility
- An analysis of external factors that may impact each facility's useful life
- An opinion, based on the study's findings, regarding the remaining life of each facility
- A discussion of the composition of the transmission system
- An opinion, based on the study's findings, regarding the remaining life of each substation

The engineering assessment presented in this section addresses each of the above areas. The analyses leading to formulation of proposed new depreciation rates for Big Rivers are described in Part III.

### Generation Facilities

Table II-1 below provides a description of each unit of Big Rivers' fleet of generating facilities, including the commercial operation date, years in operation, net capacity, heat rate, fuel type, boiler and turbine manufacturer, and emission control equipment.

**Table II-1: Big Rivers Power Plant Data**

| Unit      | Commercial Operation Date | Years in Operation | Net Capacity (MW) | 2011 Heat Rate (Btu/kWh) | Fuel Type                      | Boiler Manufacturer | Turbine Manufacturer | Emission Control Equipment |  |                     |
|-----------|---------------------------|--------------------|-------------------|--------------------------|--------------------------------|---------------------|----------------------|----------------------------|--|---------------------|
|           |                           |                    |                   |                          |                                |                     |                      | SO <sub>2</sub> Control    | NO <sub>x</sub> Control                      | Particulate Control |
| Coleman 1 | 1969                      | 43                 | 150 MW            | 10,656                   | Pulverized Coal                | Foster Wheeler      | Westinghouse         | FGD                        | Low NO <sub>x</sub> Burners/<br>Overfire Air | Precipitator        |
| Coleman 2 | 1970                      | 42                 | 138 MW            | 11,537                   | Pulverized Coal                | Foster Wheeler      | Westinghouse         | FGD                        | Low NO <sub>x</sub> Burners/<br>Overfire Air | Precipitator        |
| Coleman 3 | 1972                      | 40                 | 155 MW            | 10,609                   | Pulverized Coal                | Riley Stoker        | General Electric     | FGD                        | Low NO <sub>x</sub> Burners/<br>Overfire Air | Precipitator        |
| Green 1   | 1979                      | 33                 | 231 MW            | 11,270                   | Pulverized Coal                | Babcock & Wilcox    | General Electric     | FGD                        | Low NO <sub>x</sub> Burners                  | Precipitator        |
| Green 2   | 1981                      | 31                 | 223 MW            | 11,193                   | Pulverized Coal                | Babcock & Wilcox    | Westinghouse         | FGD                        | Low NO <sub>x</sub> Burners                  | Precipitator        |
| HMP&L 1   | 1973                      | 39                 | 153 MW            | 11,035                   | Pulverized Coal                | Riley Stoker        | General Electric     | FGD                        | SCR  | Precipitator        |
| HMP&L 2   | 1974                      | 38                 | 159 MW            | 11,286                   | Pulverized Coal                | Riley Stoker        | Westinghouse         | FGD                        | SCR  | Precipitator        |
| Reid 1    | 1966                      | 46                 | 65 MW             | 15,027                   | Pulverized Coal<br>Natural Gas | Riley Stoker        | General Electric     | Uses Medium Sulfur Coal    | Burns Natural Gas to Reduce Nox              | Precipitator        |
| Reid CT   | 1976                      | 36                 | 65 MW             | 11,750                   | #2 Oil<br>Natural Gas          | na                  | General Electric     | na                         | na   | na                  |
| Wilson 1  | 1986                      | 26                 | 417 MW            | 10,752                   | Pulverized Coal                | Foster Wheeler      | Westinghouse         | FGD                        | SCR  | Precipitator        |

### Remaining Useful Life

Estimated remaining useful lives for Big Rivers' generating plant assets were based, in part, on ASTM guidelines for high temperature creep design. Per these guidelines, the portions of a generating facility subject to creep stress should be designed to experience at least 200,000 hours of service or 5,000 thermal cycles. Assuming 8,000 hours of full-load operation per year, this equates to 25 years of service.

Because most equipment manufacturers are quite conservative in applying these guidelines, reaching these levels of service does not mean that a generating unit cannot provide reliable service for longer periods. It does mean that creep-susceptible portions of a generating unit that has logged this level of operation should undergo metallurgical testing to detect the beginning of creep stress damage. Once damage is detected, the affected components should be evaluated regularly and repairs or replacement performed as indicated to facilitate the unit's successful return to service.

Burns & McDonnell recommends that Big Rivers continue to follow a comprehensive program of testing on those units approaching the service limits in the ASTM guidelines. Individual

components should be either repaired or replaced as damage is identified. Since creep stress is a long-term phenomenon, there should be adequate time to procure and schedule replacement of any damaged components.

All of the Big Rivers generating units have reached the age when this testing program should be (and is) performed. This testing is currently being performed by Big Rivers and there is no reason, from a mechanical engineering perspective, that all of Big Rivers' generating units cannot remain in service for a long time. The following table provides a summary of the most recent testing performed for each generation unit.

**Table II-2: Big Rivers Recent Generation Testing Results**

| Plant     | Last Test     | Problems Found | Description                                    | Action Taken   |
|-----------|---------------|----------------|--|--|
| Coleman 1 | May 2008      | 1              | Hot reheat hanger attachment.                  | Addressed immediately through appropriate repairs.               |
| Coleman 2 | October 2010  | 0              | No deficiencies found.                         |  |
| Coleman 3 | June 2009     | 1              | Indication of early stage creep.               | No operational limits, per EPRI guidelines. Retest in 3-5 years. |
| Green 1   | November 2011 | 0              | No deficiencies found.                         |  |
| Green 2   | May 2009      | 0              | No deficiencies found.                         |  |
| HMP&L 1   | April 2012    | 0              | No relevant indications.                       |  |
| HMP&L 2   | April 2010    | 0              | No evidence of micro cracking or creep damage. |  |
| Reid 1    | June 2008     | 1              | Operating stress well within limits.           | Retest in 5-10 years.  |
| Wilson 1  | November 2009 | 0              | No indications found.                          |  |

In the 1998 depreciation study an additional 200,000 hours of operation was assumed as the remaining useful life of each plant beyond the original 200,000 hours taken from ASTM guidelines, for a total of 400,000 hours. Based on Big Rivers' records of operation, maintenance and component replacements; other service documents; and previously completed on-site inspections; five to seven and a half years of additional operation was assumed to calculate the remaining useful life of each unit. The additional five to seven and a half years translates into an additional 30,000 – 60,000 hours of operation for each unit.



The typical operating hours used in the 2010 Study along with the actual operating hours the last eight years for each unit were assumed to continue for purposes of translating the remaining operating hours into remaining years of service. The remaining operating hours are based off Big Rivers' estimate of new depreciation rates going into effect August 31, 2013.

Table II-3 below shows the estimated remaining useful life for each facility assuming **typical operating hours** with an additional **seven and a half** years of operation.

**Table II-3: Big Rivers Power Plant Estimated Remaining Lives: Scenario 1**

| Plant Name | Date in Service | Typical Lifetime Availability | Typical Operating Hours per Year | Plant Years in Service | Total Estimated Hours to Date (8/31/2013) | Calculated 7.5 Year Extension |                        | 7.5 Year Extension                    |                        |
|------------|-----------------|-------------------------------|----------------------------------|------------------------|---|-------------------------------|------------------------|---------------------------------------|------------------------|
|            |                 |                               |                                  |                        |   | Estimated Remaining Unit Life | Estimated Service Life | Typical Estimated Remaining Unit Life | Estimated Service Life |
| Coleman 1  | November-69     | 80%                           | 7,008                            | 43.8                   | 307,104                                   | 20.8                          | 64.6                   | 20.8                                  | 64.6                   |
| Coleman 2  | September-70    | 80%                           | 7,008                            | 43.0                   | 301,267                                   | 21.6                          | 64.6                   | 20.8                                  | 64.6                   |
| Coleman 3  | January-72      | 80%                           | 7,008                            | 41.7                   | 291,917                                   | 22.9                          | 64.6                   | 20.8                                  | 64.6                   |
| Green 1    | December-79     | 85%                           | 7,446                            | 33.7                   | 251,185                                   | 27.5                          | 61.2                   | 27.5                                  | 61.2                   |
| Green 2    | January-81      | 85%                           | 7,446                            | 32.6                   | 243,086                                   | 28.6                          | 61.2                   | 27.5                                  | 61.2                   |
| HMP&L 1    | June-73         | 85%                           | 7,446                            | 40.2                   | 299,615                                   | 21.0                          | 61.2                   | 21.0                                  | 61.2                   |
| HMP&L 2    | April-74        | 85%                           | 7,446                            | 39.4                   | 293,413                                   | 21.8                          | 61.2                   | 21.0                                  | 61.2                   |
| Reid       | January-66      | 70%                           | 6,132                            | 47.7                   | 292,236                                   | 25.1                          | 72.7                   | 12.3                                  | 60.0                   |
| Wilson     | November-86     | 90%                           | 7,840                            | 26.8                   | 210,203                                   | 31.7                          | 58.5                   | 31.7                                  | 58.5                   |

Table II-4 below shows the estimated remaining useful life for each facility assuming **typical operating hours** with an additional **five** years of operation.

**Table II-4: Big Rivers Power Plant Estimated Remaining Lives: Scenario 2**

| Plant Name | Date in Service | Typical Lifetime Availability | Typical Operating Hours per Year | Plant Years in Service | Total Estimated Hours to Date (8/31/2013) | Calculated 5 Year Extension   |                        | 5 Year Extension                      |                        |
|------------|-----------------|-------------------------------|----------------------------------|------------------------|---|-------------------------------|------------------------|---------------------------------------|------------------------|
|            |                 |                               |                                  |                        |   | Estimated Remaining Unit Life | Estimated Service Life | Typical Estimated Remaining Unit Life | Estimated Service Life |
| Coleman 1  | November-69     | 80%                           | 7,008                            | 43.8                   | 307,104                                   | 18.3                          | 62.1                   | 18.3                                  | 62.1                   |
| Coleman 2  | September-70    | 80%                           | 7,008                            | 43.0                   | 301,267                                   | 19.1                          | 62.1                   | 18.3                                  | 62.1                   |
| Coleman 3  | January-72      | 80%                           | 7,008                            | 41.7                   | 291,917                                   | 20.4                          | 62.1                   | 18.3                                  | 62.1                   |
| Green 1    | December-79     | 85%                           | 7,446                            | 33.7                   | 251,185                                   | 25.0                          | 58.7                   | 25.0                                  | 58.7                   |
| Green 2    | January-81      | 85%                           | 7,446                            | 32.6                   | 243,086                                   | 26.1                          | 58.7                   | 25.0                                  | 58.7                   |
| HMP&L 1    | June-73         | 85%                           | 7,446                            | 40.2                   | 299,615                                   | 18.5                          | 58.7                   | 18.5                                  | 58.7                   |
| HMP&L 2    | April-74        | 85%                           | 7,446                            | 39.4                   | 293,413                                   | 19.3                          | 58.7                   | 18.5                                  | 58.7                   |
| Reid       | January-66      | 70%                           | 6,132                            | 47.7                   | 292,236                                   | 22.6                          | 70.2                   | 12.3                                  | 60.0                   |
| Wilson     | November-86     | 90%                           | 7,840                            | 26.8                   | 210,203                                   | 29.2                          | 56.0                   | 29.2                                  | 56.0                   |

Table II-5 below shows the estimated remaining useful life for each facility assuming **actual operating hours** with an additional **seven and a half years** of operation.

**Table II-5: Big Rivers Power Plant Estimated Remaining Lives: Scenario 3**

| Plant Name | Date in Service | Actual Operating      |                        | Total Estimated Hours to Date (8/31/2013) | Calculated 7.5           | Estimated Service Life | 7.5 Year            | Estimated Remaining Unit Life | Estimated Service Life |
|------------|-----------------|-----------------------|------------------------|---|--------------------------|------------------------|---------------------|-------------------------------|------------------------|
|            |                 | Hrs Based on 8 Yr Avg | Plant Years in Service |   | Year Extension Estimated |                        | Extension Estimated |                               |                        |
| Coleman 1  | November-69     | 7,825                 | 43.8                   | 342,895                                   | 14.8                     | 58.6                   | 13.8                | 56.8                          |                        |
| Coleman 2  | September-70    | 8,114                 | 43.0                   | 348,810                                   | 13.8                     | 56.8                   | 13.8                | 56.8                          |                        |
| Coleman 3  | January-72      | 8,069                 | 41.7                   | 336,116                                   | 15.4                     | 57.1                   | 13.8                | 56.8                          |                        |
| Green 1    | December-79     | 8,146                 | 33.7                   | 274,792                                   | 22.9                     | 56.6                   | 22.9                | 56.6                          |                        |
| Green 2    | January-81      | 8,014                 | 32.6                   | 261,617                                   | 24.8                     | 57.4                   | 22.9                | 56.6                          |                        |
| HMP&L 1    | June-73         | 7,546                 | 40.2                   | 303,656                                   | 20.3                     | 60.5                   | 18.6                | 58.0                          |                        |
| HMP&L 2    | April-74        | 7,914                 | 39.4                   | 311,855                                   | 18.6                     | 58.0                   | 18.6                | 58.0                          |                        |
| Reid       | January-66      | 3,059                 | 47.7                   | 145,772                                   | 90.6                     | 138.3                  | 12.3                | 60.0                          |                        |
| Wilson     | November-86     | 7,878                 | 26.8                   | 211,211                                   | 31.5                     | 58.3                   | 31.5                | 58.3                          |                        |

Table II-6 below shows the estimated remaining useful life for each facility assuming **actual operating hours** with an additional **five years** of operation.

**Table II-6: Big Rivers Power Plant Estimated Remaining Lives: Scenario 4**

| Plant Name | Date in Service | Actual Operating      |                        | Total Estimated Hours to Date (8/31/2013) | Calculated 5 Year   | Estimated Service Life | 5 Year Extension    | Estimated Remaining Unit Life | Estimated Service Life |
|------------|-----------------|-----------------------|------------------------|---|---------------------|------------------------|---------------------|-------------------------------|------------------------|
|            |                 | Hrs Based on 8 Yr Avg | Plant Years in Service |   | Extension Estimated |                        | Extension Estimated |                               |                        |
| Coleman 1  | November-69     | 7,825                 | 43.8                   | 342,895                                   | 12.3                | 56.1                   | 11.3                | 54.3                          |                        |
| Coleman 2  | September-70    | 8,114                 | 43.0                   | 348,810                                   | 11.3                | 54.3                   | 11.3                | 54.3                          |                        |
| Coleman 3  | January-72      | 8,069                 | 41.7                   | 336,116                                   | 12.9                | 54.6                   | 11.3                | 54.3                          |                        |
| Green 1    | December-79     | 8,146                 | 33.7                   | 274,792                                   | 20.4                | 54.1                   | 20.4                | 54.1                          |                        |
| Green 2    | January-81      | 8,014                 | 32.6                   | 261,617                                   | 22.3                | 54.9                   | 20.4                | 54.1                          |                        |
| HMP&L 1    | June-73         | 7,546                 | 40.2                   | 303,656                                   | 17.8                | 58.0                   | 16.1                | 55.5                          |                        |
| HMP&L 2    | April-74        | 7,914                 | 39.4                   | 311,855                                   | 16.1                | 55.5                   | 16.1                | 55.5                          |                        |
| Reid       | January-66      | 3,059                 | 47.7                   | 145,772                                   | 88.1                | 135.8                  | 12.3                | 60.0                          |                        |
| Wilson     | November-86     | 7,878                 | 26.8                   | 211,211                                   | 29.0                | 55.8                   | 29.0                | 55.8                          |                        |

Table II-7 below shows the estimated remaining useful life for each facility assuming **typical operating hours** with an additional **seven and a half years** of operation and an assumed **65 year life for Wilson**. This table is included at the direction of Big Rivers' management in order to be consistent with the 2010 Study. It is not the opinion of Burns & McDonnell that an assumed 65

year life for Wilson is reasonable to consider. Based on its operation and other recent coal plant retirements throughout the country a useful life of 50 to 60 years is more reasonable.

**Table II-7: Big Rivers Power Plant Estimated Remaining Lives: Scenario 5**

| Plant Name | Date in Service    | Typical Lifetime Availability | Typical Operating Hours per Year | Plant Years in Service | Total Estimated Hours to Date (8/31/2013) | Calculated 7.5 Year Extension Remaining Unit |                        | 7.5 Year Extension                    |                        |
|------------|--------------------|-------------------------------|----------------------------------|------------------------|---|--|------------------------|---------------------------------------|------------------------|
|            |                    |                               |                                  |                        |   | Life   | Estimated Service Life | Typical Estimated Remaining Unit Life | Estimated Service Life |
| Coleman 1  | November 15, 1969  | 80%                           | 7,008                            | 43.8                   | 307,104                                   | 20.8   | 64.6                   | 20.8                                  | 64.6                   |
| Coleman 2  | September 15, 1970 | 80%                           | 7,008                            | 43.0                   | 301,267                                   | 21.6   | 64.6                   | 20.8                                  | 64.6                   |
| Coleman 3  | January 15, 1972   | 80%                           | 7,008                            | 41.7                   | 291,917                                   | 22.9   | 64.6                   | 20.8                                  | 64.6                   |
| Green 1    | December 15, 1979  | 85%                           | 7,446                            | 33.7                   | 251,185                                   | 27.5   | 61.2                   | 27.5                                  | 61.2                   |
| Green 2    | January 15, 1981   | 85%                           | 7,446                            | 32.6                   | 243,086                                   | 28.6   | 61.2                   | 27.5                                  | 61.2                   |
| HMP&L 1    | June 15, 1973      | 85%                           | 7,446                            | 40.2                   | 299,615                                   | 21.0   | 61.2                   | 21.0                                  | 61.2                   |
| HMP&L 2    | April 15, 1974     | 85%                           | 7,446                            | 39.4                   | 293,413                                   | 21.8   | 61.2                   | 21.0                                  | 61.2                   |
| Reid       | January 15, 1966   | 70%                           | 6,132                            | 47.7                   | 292,236                                   | 25.1   | 72.7                   | 12.3                                  | 60.0                   |
| Wilson     | November 15, 1986  | 90%                           | 7,840                            | 26.8                   | 210,203                                   | 31.7   | 58.5                   | 38.2                                  | 65.0                   |

Table II-8 below shows the estimated remaining useful life for each facility assuming **historical operating hours** with an additional **seven and a half years** of operation and an assumed **65 year life for Wilson**. This table is included at the direction of Big Rivers' management in order to be consistent with the 2010 Study. It is not the opinion of Burns & McDonnell that an assumed 65 year life for Wilson is reasonable to consider. Based on its operation and other recent coal plant retirements throughout the country a useful life of 50 to 60 years is more reasonable.

**Table II-8: Big Rivers Power Plant Estimated Remaining Lives: Scenario 6**

| Plant Name | Date in Service    | Actual Operating      |                        | Total Estimated Hours to Date (8/31/2013) | Calculated 7.5 Year Extension |                        | 7.5 Year Extension       |                        |
|------------|--------------------|-----------------------|------------------------|---|-------------------------------|------------------------|--------------------------|------------------------|
|            |                    | Hrs Based on 8 Yr Avg | Plant Years in Service |   | Estimated Remaining Unit Life | Estimated Service Life | Estimated Remaining Unit | Estimated Service Life |
| Coleman 1  | November 15, 1969  | 7,825                 | 43.8                   | 342,895                                   | 14.8                          | 58.6                   | 13.8                     | 56.8                   |
| Coleman 2  | September 15, 1970 | 8,114                 | 43.0                   | 348,810                                   | 13.8                          | 56.8                   | 13.8                     | 56.8                   |
| Coleman 3  | January 15, 1972   | 8,069                 | 41.7                   | 336,116                                   | 15.4                          | 57.1                   | 13.8                     | 56.8                   |
| Green 1    | December 15, 1979  | 8,146                 | 33.7                   | 274,792                                   | 22.9                          | 56.6                   | 22.9                     | 56.6                   |
| Green 2    | January 15, 1981   | 8,014                 | 32.6                   | 261,617                                   | 24.8                          | 57.4                   | 22.9                     | 56.6                   |
| HMP&L 1    | June 15, 1973      | 7,546                 | 40.2                   | 303,656                                   | 20.3                          | 60.5                   | 18.6                     | 58.0                   |
| HMP&L 2    | April 15, 1974     | 7,914                 | 39.4                   | 311,855                                   | 18.6                          | 58.0                   | 18.6                     | 58.0                   |
| Reid       | January 15, 1966   | 3,059                 | 47.7                   | 145,772                                   | 90.6                          | 138.3                  | 12.3                     | 60.0                   |
| Wilson     | November 15, 1986  | 7,878                 | 26.8                   | 211,211                                   | 31.5                          | 58.3                   | 38.2                     | 65.0                   |

The life of these individual units can vary based on a number of factors, however, two major factors are operating hours and maintenance experience. The Green, HMP&L Station Two and Coleman facilities have multiple units, but are forecasted to retire in the same year. This is

reasonable for three reasons. First, the units were installed within two to three years of each other. Second, most plant accounts are assigned to the entire generating station, not to individual units of the facility. Most importantly, it is realistic to assume that the entire facility would shut down before significant demolition activities begin to occur. Piecemeal removal at an operating facility would be costly and much of the plant infrastructure would need to remain in service in order to maintain the last unit's ability to function. Big Rivers would maintain and continue to operate each individual unit until such time as the decision was made to retire the entire generating station. The Reid facility is not run nearly as much as the other facilities so its estimated service life could be limited by its ability to find spare parts in the future, not the hours of operation. Burns & McDonnell further considered the results of the previously completed on-site assessments of each of the Big Rivers generating stations in the estimation of the remaining useful lives.

Since the Unwind Closing in 2009, Big Rivers has been unable to perform major maintenance such as valve inspections and turbine generator inspections on a schedule consistent with prudent utility operations. Based on the assumption that Big Rivers will be able to perform future major maintenance in a manner consistent with prudent utility operations, there is no reason, from a mechanical engineering perspective, that all of Big Rivers' generating units cannot remain in service for a long time. Should major maintenance continue to be postponed, it is not likely that all of Big Rivers' generating units will remain in service as long as similar generating units.

## **GENERATION ASSETS**

### **SEBREE SITE**

The Sebree site is common to three plants owned and/or operated by Big Rivers: the Robert A. Reid Plant, the Robert D. Green Plant, and the Henderson Municipal Power & Light (HMP&L) Station Two. Although the plants are located on a common site, HMP&L Station Two is actually owned by the City of Henderson, Kentucky. Big Rivers operates HMP&L Station Two for the City. Contractual operations agreements between Big Rivers and the City of Henderson require that Big Rivers maintains separate plant operations, including operating and maintenance

staffs (management staff and some specialists are common) and financial budgets/records, for the HMP&L Station Two and Reid stations, from the operations of the Green station.

The Sebree site is generally adequate for the operation of the three plants; however, the configuration of the units necessitates substantial coordination of activities among the plant staff when large areas of common space are required. This has not appeared to be a severe handicap to the site. This sharing of common facilities has produced a degree of operational and capital investment savings. For example, the river water intake structure for the Reid steam turbine unit is also used to provide river water supplies to the Green and HMP&L Station Two stations. Another example of this sharing of facilities relates to the barge unloading system used at the Reid station. When the original unloader was replaced with a more conventional barge unloader, the new unloading system and coal handling served both Reid and HMP&L Station Two. Also, when the new flue gas desulfurization system was added to the HMP&L Station Two units the lime supply and sludge disposal systems of the Green units were used. There is also some coordination among the three generating plants in ash storage; however, this is limited by the difference in the nature of the ash handling requirements for the different types of units.

The Sebree site is located on the banks of the Green River. The main plant area is located at a sufficient elevation such that 100-year floods should not affect the units' generation capabilities. Although a flood in excess of 100-year levels potentially could cause temporary interruptions of generating capability, no significant operational impact is anticipated.

## **ROBERT D. GREEN PLANT**

### **Facility Description**

The Robert D. Green Plant is located on the Sebree site near Sebree, Kentucky, along with the Robert A. Reid Plant and HMP&L Station Two. The Green Plant includes two units that are significantly larger than the units at either the Reid Plant or the HMP&L Station Two. Green Unit 1 is rated for net continuous capacity of 231 MW and Green Unit 2 has a rated net capacity of 223 MW. Unit 1 began commercial operation in 1979 and Unit 2 became operational in 1981. Both units at the Green Plant are coal-fired steam generating units with Babcock & Wilcox

boilers providing maximum steam capacity of 1,930,000 pounds per hour. Green 1 is equipped with a General Electric turbine-generator with a nameplate rating of 242,105 kW. Green 2 includes a Westinghouse turbine-generator rated at 242,133 kW.

### **Steam Turbines**

Green 1 turbine generator was supplied by General Electric, while the Green 2 turbine generator was supplied by Westinghouse. Both turbines appear to be in good condition. Turbine 1 underwent a major turbine overhaul in 2007. The unit is on a regular turbine outage schedule of every four years for valves and every eight years for major turbine overhaul. Turbine 2 was last overhauled in 2009, with a generator retaining ring replacement included in the overhaul. The unit is on a regular turbine outage schedule of every four years for valves and every eight years for major turbine overhaul. All evidence and inspections indicate that both turbines are being well maintained.

### **Boilers**

The two Babcock & Wilcox boilers were installed after the initial effects of the regulations limiting NO<sub>x</sub> emissions from coal-fired power plant boilers were promulgated. As such, the boilers are equipped with B&W's dual register burners and multiple wind boxes.

Boiler 1 appears to be in excellent condition. The tubes in the secondary superheater were replaced in 2001. Weld overlays were installed on the East and West walls, and reheat tubes were replaced in 2007. Sootblower lanes are shielded and shields are replaced as deficiencies are found. Several steam line hangers had deteriorated and were replaced in 2011. Tube samples of the waterwalls, superheat, and reheat collected in 2011 showed no significant deficiencies. However, based on the internal deposit thickness on the tube samples a water side chemical cleaning is scheduled for 2014.

Boiler 2 appears to be in excellent condition. The tubes in the secondary superheater were replaced in 2001. Weld overlays were installed on the East and West walls in 2005 and 2009. Tubes in the reheat outlet bank were replaced in 2009. Sootblower lanes are shielded and shields are replaced as deficiencies are found. Several steam line hangers had deteriorated and were

replaced in 2009. Tube samples of the waterwalls, superheat, and reheat collected in 2009 showed no significant deficiencies.

### **Draft System**

The two Green units were constructed with high efficiency precipitators and wet lime scrubbers. The precipitators appear to be in good condition and currently remove enough particulate to comply with the limit of 0.1 pounds per million Btu. Two precipitator fields were replaced in 2007 and two more in 2009. The FGD scrubbers appear to be in good condition and remove enough SO<sub>2</sub> to comply with the limit of 0.8 pounds per million Btu. The boilers were purchased with the earlier series of low NO<sub>x</sub> burners from Babcock & Wilcox Company. Both units were retrofit in 2004 with a coal reburn technology designed by GE-EER. The combination reduces the NO<sub>x</sub> emissions below the limit of 0.7 pounds per million Btu. The Ljungstrom air preheaters have had cold end baskets replaced in both units and are currently in good operating condition.

### **Waste Disposal**

The primary water discharge is from the cooling tower blowdown. The blowdown from the cooling towers and other plant drains discharge to the main plant discharge. The waste water is pH adjusted and metals are precipitated. Discharge from these ponds is sent to a plant common pond, which then discharges indirectly to the Green River. Due to the multiple-pond system, accidental discharges reaching the river are considered unlikely. Bottom ash is impounded in the pond. The Green plant's fly ash is used for flue gas desulfurization waste sludge fixation.

### **Water Supply Systems**

The makeup water supply from the Green River to the plant is provided from the intake structure which was originally constructed as part of the circulating water system for Reid Unit 1. Separate water supply pumps serve the Green units. Of all the water requirements of the Green units, the largest user is makeup supply for the cooling towers. Regardless of its end use, all this water is run through a conventional water clarification and treatment facility. The Green station maintains its own chemistry lab and personnel, using common supervision with the HMP&L Station Two units. Plant management provided no indications that plant chemistry control was inadequate.

## Fuel Supply and Handling

The primary fuel supply for the Green units has been from nearby Kentucky mines and is delivered by truck and/or barge. The fuel supply for the Green units is delivered separately from the other coal-fired units on the site, and is kept segregated throughout the storage and handling process. This is due to the differing fuel quality requirements as well as contractual issues between Big Rivers and the City of Henderson. There is adequate space on the plant site for fuel storage for the Green units of up to 60 days. The normal fuel inventory is substantially less than the site capacity. A barge unloading facility located on the Green River (separate from the HMP&L Station Two barge unloader) is capable of unloading and delivering coal to the Green units. Lime for use in the scrubbers is delivered by barge. The barge unloader conveyor system is set up to permit transfers of materials from the Green barge unloader to either the coal pile or the lime storage silos. Plant management provided no indication of fuel supply or handling issues during the site visit.

## Historical Operating Performance

Burns & McDonnell reviewed the plant's historical operating performance to verify that the generating units have competitive heat rates and are capable of providing the level of reliability to meet Big Rivers' electric production requirements. A summary of operating data is provided below in Table II-9.

**Table II-9: Robert D. Green Historical Operating Performance Data**

|                                |           | Green Unit 1 | Green Unit 2 |
|--------------------------------|-----------|--------------|--------------|
| Gross Generation Capacity      | (MW)      | 250 MW       | 242 MW       |
| Net Generation Capacity        | (MW)      | 231 MW       | 223 MW       |
| 8 Year Average Capacity Factor | (%)       | 93.0%        | 91.5%        |
| 2011 Adjusted Net Heat Rate    | (Btu/kWh) | 11,270       | 11,193       |
| 7 Year Average EFOR            | (%)       | 2.1%         | 1.5%         |

Both Green units have been performing well. The 2011 adjusted net heat rate was 11,270 Btu per kWh and 11,193 Btu per kWh for units one and two, respectively, which is competitive with other coal fired power plants in the region. The availability of the units has also been very good. Green Unit 1 has a seven year average Expected Forced Outage Rate (EFOR) of 2.1 percent while Green Unit 2 has a seven year average EFOR of 1.5 percent.



## Remaining Useful Life

The Green Unit 1 and Unit 2 are in excellent condition for their age and service requirements. Provided that Big Rivers will be able to perform future major maintenance in a manner consistent with prudent utility operations, there is no reason, from a mechanical engineering perspective, that this facility cannot remain in service another 20 to 27 years (depending on its operation).

Of particular note is the Boiler Condition Spreadsheet that contains a status report on all of the major components in the boiler as well as the High Energy Piping (HEP) and hangers. A consistent program like this for monitoring status and identifying areas to address in future budgets is very good. The HEP and hanger review addresses the concern over creep damage with an aging plant. This type of review program is critical and is currently being performed on all the units. The spreadsheet does indicate that a HEP and hanger review occurs on all the units.

## HENDERSON MUNICIPAL POWER & LIGHT STATION TWO

### Facility Description

HMP&L Station Two is also located on the plant site near Sebree, Kentucky, along with the Robert A. Reid Plant and the Robert D. Green Plant. HMP&L Station Two is owned by the City of Henderson, Kentucky through its municipal utility, Henderson Municipal Power & Light (HMP&L). Big Rivers operates HMP&L Station Two on behalf of the City. HMP&L Station Two includes two units similar in size to the three units at the Coleman Plant. HMP&L Unit 1 is rated for net continuous capacity of 153 MW and HMP&L Unit 2 has a rated net capacity of 159 MW. Unit 1 began commercial operations in 1973 and Unit 2 began commercial operations 1974. Both HMP&L Station Two units are coal-fired steam generating units with Riley boilers having steam flow capacity of 1,180,000 pounds per hour. Unit 1 is equipped with a General Electric turbine-generator with nameplate rating for the turbine of 175,984 kW. Unit 2 includes a Westinghouse turbine-generator rated at 178,724 kW.

## Steam Turbines

HPM&L Unit 1 is equipped with a General Electric turbine-generator, and HMP&L Unit 2 is equipped with a Westinghouse turbine-generator. Both units appear to be in good condition. Turbine 1 was last overhauled in 2008, and Turbine 2 was last overhauled in 2004. Both units are on a regular outage schedule of every 4 years for valves and every 8 years for major overhauls.

## Boilers

The two boilers of the HMP&L Station Two appear to be well maintained. A program of monitoring boiler tube failures and tube wear has been activated. This has resulted in replacement of some sections of the reheaters, and similar monitoring and replacement programs should result in minimizing forced outages due to boiler tube failure.

Boiler 1 appears to be in good condition. The radiant superheat inlet and outlet elements were replaced in 2003. The front waterwall release header was replaced in 2005. A low water event occurred in 2007 causing some tubes to rupture and others to warp. The ruptured tubes were replaced with dutchmen and samples were removed for metallurgical analysis. No damage was detected. The boiler was hydro tested and returned to service. Tube samples were taken from the waterwalls, superheater, and reheat in 2012. No degradation was found in the waterwall and based on the internal deposit thickness on the tube samples a water side chemical cleaning is scheduled for 2016. However, the radiant superheater outlet was suffering from severe coal ash corrosion so Big Rivers replaced the burners in 2012 to reduce the fuel velocity and help mitigate the radiant superheater corrosion. These tubes are scheduled to be replaced in 2018. The high temperature reheater was replaced during the 2009 outage. Hangers are being replaced as inspections dictate.

Boiler 2 appears to be in good condition. The radiant superheater inlet and outlet elements were replaced in 2007. The high temperature reheater elements were replaced in 2007. Tube samples were taken in 2012 show the tubes to be in good condition. No significant deficiencies were found. Feedwater corrosion products were almost at the criterion for chemical cleaning.

However, based on the internal deposit thickness on the tube samples water side chemical cleaning is scheduled for 2019. Hangers are also being replaced based on the prioritization list.

### **Draft System**

Precipitators are currently used for particulate emission removal with a limit of 0.21 pounds per MMBtu. The units both have an FGD system in service which is able to achieve a 95 percent SO<sub>3</sub> removal rate. This allows the Plant to meet the SO<sub>2</sub> limit of 5.2 pounds per MMBtu. Both units were retrofit in 2004 with Alstom designed SCR's capable of 90 percent NO<sub>x</sub> removal which allow the plant to meet the NO<sub>x</sub> limit of 0.5 pounds per MMBtu.

### **Waste Disposal**

All the plant water discharges go through the ash pond. This includes neutralized demineralizer wastes, boiler blowdown, cooling tower blowdown, and miscellaneous plant drains. The ash ponds indirectly discharge to the Green River. Water discharges are monitored in the final pond, and water quality is reported to the state. Due to the multiple pond system, accidental discharges reaching the river are considered unlikely.

### **Water Supply Systems**

The makeup water supply to the HMP&L Station Two units is from the circulating water system of Reid 1. This system, with operating and standby pumps at the river, is capable of delivering far more water than is normally needed by the two HMP&L Station Two units. The river intake was constructed in the 1960s, and is grandfathered for any Corps of Engineers river discharge permits. River water is delivered untreated to the cooling towers, which are equipped with side stream filters. Renovation of the cooling tower water chemistry control system and side stream filters to the circulating water system has apparently been successful.

### **Fuel Supply and Handling**

The primary fuel supply for the HMP&L Station Two units has been from Kentucky mines and is delivered by truck and by barge. The fuel purchasing is in proportion to the utilization of the units. Big Rivers secures enough fuel to produce the unit capacity controlled by the cooperative. The City of Henderson procures enough fuel to produce their portion of the HMP&L Station Two capacity which varies as load growth occurs in Henderson. Once the fuel is received on

site, it is delivered either directly to the unit or to the HMP&L Station Two common storage. The coal for the Reid unit is purchased separately, and segregated in storage and use since the HMP&L Station Two units are capable of utilizing higher sulfur, less expensive coal, than the non-scrubbed Reid unit. Fuel for the Green Plant units is handled completely separately, since it is of a different quality. Maintenance of the coal handling systems appears to be adequate.

### Historical Operating Performance

Burns & McDonnell reviewed the plant's historical operating performance to verify that the generating units have competitive heat rates and are capable of providing the level of reliability necessary to meet Big Rivers' electric production requirements. A summary of operating data is provided below in Table II-10.

**Table II-10: HMP&L Station Two Historical Operating Performance Data**

|                                |           | HMP&L Unit 1 | HMP&L Unit 2 |
|--------------------------------|-----------|--------------|--------------|
| Gross Generation Capacity      | (MW)      | 165 MW       | 172 MW       |
| Net Generation Capacity        | (MW)      | 153 MW       | 159 MW       |
| 8 Year Average Capacity Factor | (%)       | 86.1%        | 90.3%        |
| 2011 Adjusted Net Heat Rate    | (Btu/kWh) | 11,035       | 11,286       |
| 7 Year Average EFOR            | (%)       | 7.7%         | 5.1%         |

Both units have been performing well. The 2011 adjusted net heat rate was 11,035 Btu per kWh and 11,286 Btu per kWh for units one and two, respectively, which is competitive with other coal fired power plants in the region. Unit 1 has a seven year EFOR of 7.7 percent while Unit 2 has a seven year average EFOR of only 5.1 percent.

### Remaining Useful Life

Of particular note is the Boiler Condition Spreadsheet that contains a status report on all of the major components in the boiler as well as the High Energy Piping and hangers. A consistent program like this for monitoring status and identifying areas to address in future budgets is consistent with sound maintenance practices. The HEP and hanger review addresses the concern over creep damage with an aging plant. This review program is critical and is currently being performed on all the units. The spreadsheet does indicate that a HEP and hanger review occurs on all the units.

The HMP&L Units are in excellent condition for their age and service requirements. Provided that Big Rivers will be able to perform future major maintenance in a manner consistent with prudent utility operations, there is no reason, from a mechanical engineering perspective, that this facility cannot remain in service another 16 to 21 years (depending on its operation).

## **ROBERT A. REID PLANT**

### **Facility Description**

The Reid steam turbine generating unit includes a Riley boiler with a steam flow capacity of 690,000 pounds per hour and a General Electric turbine-generator with nameplate capacities of 66,000 kilowatts (kW) for the turbine and 96,000 kVA for the generator. The unit began commercial operation in 1966 and is currently rated at 65 MW.

### **Steam Turbine**

Reid is equipped with a General Electric turbine-generator. The steam turbine was last overhauled in 2000 and does not have another major overhaul scheduled until 2018. The unit has historically been on a regular outage schedule of every four years for valves and every twelve years for major overhauls; however due to its low capacity factor (CF) it is able to run longer without a major overhaul.

### **Boilers**

Reid 1 has a Riley Stoker boiler with two levels of burners on the front wall. The unit has had the lower waterwall tube header stubs replaced in 2004 with no major upgrades since. The boiler appears to be in good operating condition. The boiler is a pressurized furnace, with no induced draft fan.

### **Draft System**

Precipitators are currently used for particulate emission removal with a limit of 0.28 pounds per MMBtu. The unit uses medium sulfur coal in order to meet the SO<sub>2</sub> limit of 5.2 pounds per MMBTU. In 2000, four of the boiler's eight burners were converted to burn natural gas to reduce NO<sub>x</sub> emissions.

## Waste Disposal

The fly ash of the Reid unit is used in the Green Plant's flue gas desulfurization waste sludge fixation. The bottom ash from the unit is impounded in the ponds.

## Water Supply Systems

Circulating water for the Reid unit comes directly from, and returns to, the Green River. This direct river cooling was established before introducing changes to river water temperature was regarded as environmentally degrading and, therefore, the Reid unit is a grandfathered installation. The two 100-percent circulating water pumps are adequate for the Reid unit; however, one of these pumps is run almost continuously since the Reid unit circulating water system also provides the water supplies for HMP&L Station Two. The water supply pumps for the Green units are also installed in the Reid intake structure. The significance of this water supply system is far greater than that of the Reid unit alone, since a loss of the intake structure could shut down both HMP&L Station Two units and both Green units, a total of over 700 MW of generating capacity. However, proper maintenance reduces the probability of this occurrence to a minimum level of concern.

## Historical Operating Performance

Burns & McDonnell reviewed the plant's historical operating performance to verify that the generating units have competitive heat rates and are capable of providing the level of reliability necessary to meet Big Rivers' electric production requirements. A summary of operating data is provided below in Table II-11.

**Table II-11: Robert A. Reid Historical Operating Performance Data**

|                                |           | Reid Unit 1 |
|--------------------------------|-----------|-------------|
| Gross Generation Capacity      | (MW)      | 72 MW       |
| Net Generation Capacity        | (MW)      | 65 MW       |
| 8 Year Average Capacity Factor | (%)       | 34.9%       |
| 2011 Adjusted Net Heat Rate    | (Btu/kWh) | 15,027      |
| 7 Year Average EFOR            | (%)       | 21.2%       |

The plant has performed commendably over the years. However, the unit had one of the highest heat rates on Big Rivers' system. The 2011 adjusted net heat rate for the unit was reported to be 15,027 Btu per kWh. This is relatively high for coal fired power plants in the region of the

country which is why the unit is primarily used for capacity and dispatched mostly as a peaking unit and for market sales. In addition, the seven year average EFOR of 21.2 percent is considered high when compared to other coal fired power plants in the region.

### **Remaining Useful Life**

Of particular note is the Boiler Condition Spreadsheet that contains a status report on all of the major components in the boiler as well as the HEP and hangers. A consistent program like this for monitoring status and identifying areas to address in future budgets is consistent with sound maintenance practices. The HEP and hanger review addresses the concern over creep damage with an aging plant. This review program is critical and is currently being performed on all the units. The spreadsheet does indicate that a HEP and hanger review occurs on all the units. The Reid Plant has not been run as many hours per year as other facilities and is in excellent condition for its age. Provided that Big Rivers will be able to perform future major maintenance in a manner consistent with prudent utility operations, from a mechanical engineering perspective, this unit is estimated to be suitable for ongoing service another 12 years or longer, or until such time spare parts are not available.

## **D.B. WILSON STATION PLANT**

### **Facility Description**

The D. B. Wilson Plant is located at Island, Kentucky, approximately 55 miles from Henderson, Kentucky. This station consists of a single 417 MW unit commercialized in 1986. It is the newest and largest generating unit on the Big Rivers electric system. The plant site is configured for installation of one or more additional units, therefore, the plant facilities such as coal handling, water supply, ash handling, and sludge disposal all have more than adequate capacity for the current operating requirements.

### **Steam Turbine**

The unit went commercial in 1986, and was given its first major overhaul in November 1990. The unit has typically been on a regular outage schedule of every 4 years for valves and every 8

years for major overhauls. The most recent major overhaul was in 2009 and the next is planned for 2017.

## **Boilers**

Wilson 1 is a Foster Wheeler boiler capable of producing 3,484,000 lbs / hr of steam. The boiler appears to be in good condition. The last major boiler outage was in 2009. Tube samples were taken of the waterwalls and superheater. A map was created of the waterwall thickness readings to determine where future overlays should be installed. Tube analysis indicated a chemical clean was needed, which is scheduled for the 2013 outage. Holes in the downcomers and cracks in the shelf under the cone-topped canisters were repaired in 2009. The A platen superheater showed no significant indications of corrosion, thinning, or creep. The B platen superheater tubes were replaced in 2009. The A platen superheater is scheduled to be replaced in 2013. Cracks were found in the inlet and outlet headers. The cracks were ground down and re-examined. All of them passed the WFMT examination after being ground down. Tubes were replaced in the finish superheater and alignment castings were installed. Major pitting, metal loss, and corrosion were found in the DA tank. The high energy piping was inspected with Fluorescent Mag Particle testing or UT Shear Wave testing. There were some indications of creep in the piping. The hangers are inspected regularly and adjusted or replaced as needed. Safety valves are cleaned, inspected, and lapped regularly.

## **Draft System**

The Wilson unit is equipped with a precipitator for particulate emission removal and has a limit of 0.03 pounds per MMBtu. The unit is equipped with a FGD which has a 90 percent SO<sub>2</sub> removal efficiency. The unit has a NO<sub>x</sub> limit of 0.6 pounds per MMBtu, however, the unit was retrofit in 2004 with a Babcock Borsig designed SCR capable of 90 percent NO<sub>x</sub> removal efficiency.

## **Waste Disposal**

The solid waste from the FGD, fly ash, and lime is sent to the on-site landfill. The site waste water is pH adjusted and metals are precipitated out. The bottom ash is dewatered and incorporated into FGD waste. The excess fly ash is marketed and sold in the region.



### Water Supply Systems

The water supply for the plant is from an independent water intake structure located on the Green River. It appears unlikely that there should ever be an interruption of water supply to the plant. Green River water requires pretreatment before use in the cooling tower or other potable water systems in the plant. This pretreatment system is sized for two operational units so there should be adequate capacity.

### Fuel Supply and Handling

The redundant coal delivery systems for the plant, barge, and truck permit supplying the full capacity of the plant from any one of the delivery systems.

### Historical Operating Performance

Burns & McDonnell reviewed the plant's historical operating performance to verify that the generating units have competitive heat rates and are capable of providing the level of reliability necessary to meet Big Rivers' electric production requirements. A summary of operating data is provided below in Table II-12.

**Table II-12: D.B. Wilson Historical Operating Performance Data**

|                                |           | Wilson Unit 1 |
|--------------------------------|-----------|---------------|
| Gross Generation Capacity      | (MW)      | 440 MW        |
| Net Generation Capacity        | (MW)      | 417 MW        |
| 8 Year Average Capacity Factor | (%)       | 89.9%         |
| 2011 Adjusted Net Heat Rate    | (Btu/kWh) | 10,752        |
| 7 Year Average EFOR            | (%)       | 4.6%          |

Wilson has been performing well. The 2011 adjusted net heat rate was only 10,752 Btu per kWh, which is competitive with other coal fired power plants in the region. The seven year average EFOR was 4.6 percent.

### **Remaining Useful Life**

Of particular note is the Boiler Condition Spreadsheet that contains a status report on all of the major components in the boiler as well as the HEP and hangers. A program like this for monitoring status and identifying areas to address in future budgets is consistent with sound maintenance practices. The HEP and hanger review addresses the concern over creep damage with an aging plant. This review program is critical and is currently being performed on all the units. The spreadsheet does indicate that a HEP and hanger review occurs on all the units. The details provided for the Wilson unit are the most comprehensive and complete. The Wilson Plant is in very good condition for its age and service requirements. Provided that Big Rivers will be able to perform future major maintenance in a manner consistent with prudent utility operations, from a mechanical engineering perspective, this unit could possibly be run for another 29 to 38 years of service.

## **KENNETH C. COLEMAN PLANT**

### **Facility Description**

The Kenneth C. Coleman Plant consists of three coal-fired, steam turbine generating units located near Hawesville, Kentucky, approximately 60 miles east of Henderson, Kentucky. The plant is located on the west bank of the Ohio River. The land to the south is owned by Century Aluminum and is the site of an aluminum reduction plant, a primary customer of power from the Coleman Plant. The plant is located on the flood plain of the Ohio River and operation could be affected by extreme flood levels. In the past, the plant has experienced temporary isolation due to flooding of local access roads. However, the main plant area is located at a sufficient elevation to ensure that 100-year floods should not affect the plant's generation capabilities. Although a flood in excess of 100-year levels potentially could cause temporary interruptions of generating capability, this would not be anticipated to result in major disaster.

Coleman 1 was commercialized in 1969 and is rated for 150 MW of net capacity. The unit is equipped with a Foster Wheeler boiler capable of producing 1,220,000 pounds per hour of steam, and a Westinghouse turbine-generator with nameplate capacity of 160,000 kW. Coleman 2 was

commercialized in 1970 and is rated for 138 MW of net capacity. The unit is equipped with a Foster Wheeler boiler capable of producing 1,220,000 pounds per hour of steam, and a Westinghouse turbine-generator with nameplate capacity of 160,000 kW. Coleman 3 was commercialized in 1972 and is rated for 155 MW of net capacity. The unit is equipped with a Riley boiler capable of producing 1,160,000 pounds per hour of steam, and a General Electric turbine-generator with nameplate capacity of 160,000 kW.

### **Steam Turbines**

Turbines are being overhauled on a regular schedule, and the description of the maintenance activities required for the turbine appears to be normal for the age and type of machine. Turbine-generator 1 was last overhauled in 2008. At that time several of the L-2 blades required replacement. The turbine reheat stop valve bonnet studs were replaced. The turbine shaft was ruggedized and L-O turbine-generator end blades repaired. Turbine-generator 2 was last overhauled in 2007. During the overhaul thermocouples were installed in the turbine bearing and pedestals, the turbine-generator valve seats were restored, and the online filtration system was repaired. Turbine-generator 3 is scheduled to be overhauled in 2014. The turbines at the Coleman station appear to be maintained in satisfactory condition. The turbine overhaul schedules are typical for utility stations.

### **Boilers**

Boiler 1 appears to be in reasonably good condition. Waterwall and arch tube samples taken during the 2008 outage proved the tubes to be in good condition, with waterside deposits limited, only minor pitting, and insignificant wall loss. A chemical cleaning is scheduled for 2013. Superheater tubes assessed during the 2008 outage showed significant wall loss due to fireside coal-ash corrosion. Creep analysis indicated that the tubes are below the minimum curve for creep. A repeat assessment of the superheater tubes has been recommended for 2013. The high temperature reheat tubes underwent extensive NDE and isolated tube replacement was performed during planned 2008 outage. NDE found that the leading edge tube of many of the assemblies were thin. Replacement of this section is scheduled for 2013. All soot blower lanes are shielded, and the shields are replaced when deficiencies are found. All piping supports appear to be in good condition and operating properly.

Boiler 2 appears to be in good condition. Waterwall and arch tube samples taken during the 2007 outage showed no significant deficiencies. The economizer life assessment reported the tubes to be in excellent condition and showed negligible corrosion and no evidence of microstructural degradation. The superheater and reheater showed no evidence of overheating or creep. All soot blower lanes are shielded, and all piping supports appear to be in good condition.

Boiler 3 appears to be in good condition. Economizer, waterwall, and arch tube samples taken during the 2009 outage showed minimal wall thinning, typical microstructure, and no thermal degradation. The stainless steel tubes in the reheater showed no evidence of creep or overheat, and none of the measured wall thickness values were below Minimum Wall Thickness (MWT). Ultrasonic Testing and Magnetic Testing of the welds on the high energy piping showed no relevant indications. All supports were found to be in good condition and did not require service.

### **Draft System**

Low NO<sub>x</sub> burners were installed and resulted in NO<sub>x</sub> levels for all three units of below 0.5 lbs per MMBtu. In 2004 all three boilers were retrofitted with over fire air combustion equipment to further reduce NO<sub>x</sub> emissions. In 2006 the Station was retrofitted with a Wheelabrator Air Pollution Control designed limestone scrubber that combines all three generation units into a single FGD absorber capable of 95 percent SO<sub>2</sub> removal.

### **Waste Disposal**

Aside from the circulating water, all plant discharges, including the coal pile runoff, are directed to a newer ash pond. This newer ash pond is a clay-lined structure, which was designed to meet NPDES requirements at the time of its construction in 1980. The bottom ash system sluices directly into the ponds. The required operating time appears to have adequate margin for reliable operation. The site is large enough to accommodate the waste disposal requirements for quite a few years, as long as the plant continues the current practice of dredging the ash pond and disposing of ash off site. The fly ash system is conventional sluice water driven hydrovactor that discharges to an air-separating tank. The fly ash is then ponded with the bottom ash.

## Water Supply Systems

The plant cooling water system is a direct, once-through cooling design supplied by the Ohio River. This system was in existence before restrictions on temperature rise or discharge requirements were placed in effect for the Ohio River. Because these units are grandfathered, it is not anticipated that the circulating water supply system design will have to be changed in the future. The plant water supply for service water, demineralizer makeup, and other clear water surfaces originally came from wells located fairly close to the Coleman Plant. As time passed, those wells began to show high mineral content and, therefore, new wells were constructed further out toward the perimeter of the property. These newer wells also began to show high mineral content. The source of the elevated mineral content in the groundwater is believed to have been at least partially derived from an adjacent superfund site. This deteriorating plant service water quality has caused the plant to make two modifications within the last few years. First, a reverse osmosis (RO) unit was installed to act as a pre-filter for the demineralizers. This has brought the demineralizers within normal operating capability to supply water to the system, since the RO unit removes about 90 percent of the total dissolved solids in the input water. The second modification was to bring in rural water district potable water into the plant. A sizable water main was installed from the main supply near the access highway to bring potable water to the plant. The well system is still used to supply all the plant service water requirements except potable water.

## Fuel Supply and Handling

The Coleman Plant burns coal as the main fuel. Propane and natural gas are available as ignition fuels only. These fuels cannot generate enough steam to accomplish anything more than to start up the units. With the addition of the FGD in 2006 the plant now has the ability to burn high sulfur coal. The majority of the plant's coal supply is purchased on short-term contracts (less than five years), supplemented by spot market purchases. There appears to be adequate coal supply available to accommodate operation of the Coleman Plant for the foreseeable future. The mills have had gear reducer replacements and liner replacements on an as-needed basis.

## Historical Operating Performance

Burns & McDonnell reviewed the plant's historical operating performance to verify that the generating units have competitive heat rates and are capable of providing the level of reliability to meet Big Rivers' electric production requirements. A summary of operating data is provided below in Table II-13.

**Table II-13: Kenneth C. Coleman Historical Operating Performance Data**

|                                |           | Coleman Unit 1 | Coleman Unit 2 | Coleman Unit 3 |
|--------------------------------|-----------|----------------|----------------|----------------|
| Gross Generation Capacity      | (MW)      | 160 MW         | 160 MW         | 165 MW         |
| Net Generation Capacity        | (MW)      | 150 MW         | 138 MW         | 155 MW         |
| 8 Year Average Capacity Factor | (%)       | 89.3%          | 92.6%          | 92.1%          |
| 2011 Adjusted Net Heat Rate    | (Btu/kWh) | 10,656         | 11,537         | 10,609         |
| 7 Year Average EFOR            | (%)       | 4.8%           | 2.7%           | 5.9%           |

All three Coleman units have been performing well. Coleman Units 1, 2, and 3 had 2011 adjusted net heat rates of 10,656; 11,537; and 10,609 Btu per kWh, respectively. The availability of the units has also been good. Coleman Unit 1 had a seven year average EFOR of 4.8 percent, Coleman Unit 2 had a seven year average EFOR of 2.7 percent, and Coleman Unit 3 had a seven year average EFOR of 5.9 percent.

## Remaining Useful Life

Of particular note is the Boiler Condition Spreadsheet that contains a status report on all of the major components in the boiler as well as the HEP and hangers. A consistent program like this for monitoring status and identifying areas to address in future budgets is very good. The HEP and hanger review addresses the concern over creep damage with an aging plant. This review program is critical and is currently being performed on all the units. The spreadsheet does indicate that a HEP and hanger review occurs on all the units.

Coleman Units 1, 2, and 3 are in good condition for their age and type. Provided that Big Rivers will be able to perform future major maintenance in a manner consistent with prudent utility operations, from a mechanical engineering perspective, the facility can be expected to give satisfactory service for another 11 to 21 years (depending on how it is operated).

## ROBERT A. REID COMBUSTION TURBINE

### Facility Description

This General Electric Frame 7 combustion turbine was placed in operation in 1976, with a net output rating of 65 MW. It is capable of firing #2 fuel oil or natural gas. Considered part of the Reid station, this unit is also located at the Sebree, Kentucky site with the HMP&L Station Two and Green stations.

### Remaining Useful Life

The relatively low number of operating hours for the Reid combustion turbine indicates that, with continued maintenance it should provide reasonably available capacity for a number of years into the future provided that Big Rivers will be able to perform future major maintenance in a manner consistent with prudent utility operations.

## TRANSMISSION ASSETS

This section of the Study summarizes the engineering assessment of the major electric substation assets of Big Rivers that were in service as of July 31, 2012. The Kentucky Public Service Commission mandated that Big Rivers conduct a new depreciation study as part of its submission in connection with the its intent to file for a general review of its operations and tariffs within three years. During the Study, the following efforts were conducted to examine Big Rivers' substations in service from an engineering perspective:

1. Review of Big Rivers' retirement records and history
2. Analysis of current operating and maintenance programs as well as each facility's current operating conditions
3. Analysis of the external or environmental factors that may impact the depreciation rates
4. Estimation of the remaining service life of major transmission facilities

The engineering assessment presented in this part of the Study report addresses each of the above areas. The analyses leading to formulation of proposed new depreciation rates for Big Rivers are described in Part III of the Study.

### **Remaining Unit Life**

Estimated remaining useful lives for Big Rivers' transmission assets were based primarily on national industry standards regarding the expected useful life of major electric substation equipment.

Burns & McDonnell recommends that Big Rivers continue to follow a comprehensive program of testing on all major equipment approaching the manufacturer service limits. Individual components should be either repaired or replaced as damage is identified. Certain tests should continue to be performed on an annual basis, such as analysis of oil samples retrieved from transformers. Other tests, such as thermal imaging of electrical connections, can be done less frequently.

Electrical insulation is subject to loss of dielectric capability, particularly when subjected to heat. Testing programs are generally able to determine the capability of the components, so replacement or repairs can be initiated before the component affects the plant capability or availability. These programs must be implemented and the frequency increased as the equipment ages.

Several of the Big Rivers transmission substations are approaching the age when an electrical insulation testing program should be (and is) performed. Assuming the testing recommended is conducted and assuming any damaged components are either repaired or replaced, there would be no reason, from an electrical engineering perspective, that all of Big Rivers' transmission substations cannot remain in service for a long time.

Burns & McDonnell further considered the results of the previously completed on-site assessments of the major Big Rivers transmission substations in the estimation of the remaining



useful lives. The assessments of the major transmission substations are presented in the remainder of this part of the Study.

## **ROBERT A. REID EHV SUBSTATION**

### **Facility Description**

The Reid EHV Substation is a 345kV to 161kV electric substation. The substation contains two 345/161kV transformers, two 345kV circuit switchers and seven 161kV circuit breakers. The substation also contains a 161kV circuit breaker that is owned by the City as part of the City's transmission loop.

A control building located within the substation contains all of the electrical controls associated with the both the circuit switchers and breakers. The control building also houses all of the protection equipment needed to provide adequate electrical protection for both the substation transformers and the associated transmission lines that enter and exit the substation.

### **Condition Assessment**

A physical observation of the Reid EHV substation was made on August 23, 2010. The nameplates on the major substation equipment state the equipment was constructed and installed in 1982. The substation appears to be in good working condition. There are no signs of deterioration or rust located on the steel structures or any of the major equipment. Also, there are no signs of current or past oil leaks from any of the oil insulated equipment.

### **Maintenance**

Based on all observations of the electric substation, maintenance of the major equipment appears to have been performed on a regular basis. The transformers and circuit breakers will need to continue to have regular maintenance in order to maintain good working order.

### **Remaining Life Assessment**

The Reid EHV substation is approximately 30 years old. Assuming a continued level of maintenance on the substation, the Reid substation as a whole can expect to function properly for

an additional 27 to 28 years. This results in a projected retirement year for the substation of 2040. For the major equipment located within the substation, such as the transformers, circuit breakers, and control building, this equipment requires a greater level of care and maintenance in order to function for an additional 27 to 28 years. Typically, substation transformers and circuit breakers begin being replaced once they have achieved 40 years of useful life. However, given regular and proper maintenance, this equipment can last 55 to 60 years, depending on the ambient conditions. Associated equipment, such as steel structures, concrete foundations, chain link fences, and other equipment are subject to weather conditions and deteriorate at the same speed as those same types of structures located in other types of facilities.

## **KENNETH C. COLEMAN EHV SUBSTATION**

### **Facility Description**

The Coleman EHV Substation is located near Hawesville, Kentucky, approximately 60 miles east of Henderson, Kentucky. The electric substation is located adjacent to the Kenneth C. Coleman Generating Facility. The Coleman EHV Substation is a 345kV to 161kV electric substation. The substation contains two 345/161kV transformers, two 345kV circuit switchers and eight 161kV circuit breakers.

A control building located within the substation contains all of the electrical controls associated with the both the circuit switchers and breakers. The control building also houses all of the protection equipment needed to provide adequate protection for both the substation transformers and the associated transmission lines that enter and exit the substation.

### **Maintenance**

Based on all observations of the electric substation, maintenance of the major equipment appears to have been performed on a regular basis. The transformers and circuit breakers will need to continue to have regular maintenance performed on these devices in order to maintain good working order.

### **Condition Assessment**

A physical observation of the Coleman EHV substation was made on August 23, 2010. The nameplates on the major substation equipment state the equipment was constructed and installed in 1987. The substation appears to be in good working condition. There are no signs of deterioration or rust located on the steel structures or equipment. Also, there are no signs of current or past oil leaks from any of the oil insulated equipment.

### **Remaining Life Assessment**

The Coleman EHV substation is approximately 25 years old. Assuming a continued level of maintenance on the substation, the Coleman substation as a whole can expect to function properly for an additional 32 to 33 years. This results in a projected retirement year for the unit of 2045. For the major equipment located within the substation, such as the transformers, circuit breakers, and control building, this equipment requires a greater level of care and maintenance in order to function for an additional 32 to 33 years. Typically, substation transformers and circuit breakers are replaced any time after 40 years of useful life has passed. However, given regular and proper maintenance, this equipment can last 55 to 60 years, depending on the ambient conditions. Associated equipment, such as steel structures, concrete foundations, chain link fences, and other equipment are subject to weather conditions and deteriorate at the same speed as those same types of structures located in other types of facilities.

## **D. B. WILSON STATION EHV SUBSTATION**

### **Facility Description**

The Wilson EHV Substation is located at Island, Kentucky, approximately 55 miles from Henderson, Kentucky. This station is located through the entrance to the D.B. Wilson Generating Plant, and is a 345kV to 161kV electric substation. The station currently has two 345/161kV transformers, four 345kV circuit breakers and five 161kV circuit breakers.

A control building located within the substation contains all of the electrical controls associated with the both the circuit switchers and breakers. The control building also houses all of the

protection equipment needed to provide adequate protection for both the substation transformers and the associated transmission lines that enter and exit the substation.

### **Maintenance**

Based on all observations of the electric substation, maintenance of the major equipment appears to have been performed on a regular basis. One of the 161kV circuit breakers has been replaced, thus eliminating one of the original oil circuit breakers and installing the newer SF6 type gas circuit breakers. The transformers and circuit breakers will need to have regular maintenance continued on these devices in order to maintain good working order.

### **Condition Assessment**

A physical observation of the Wilson EHV substation was made on August 23, 2010. The nameplates on the major substation equipment state the equipment was constructed and installed in 1982. The substation appears to be in good working condition. There are no signs of deterioration or rust located on the steel structures or equipment. Also, there are no signs of current or past oil leaks from any of the oil insulated equipment.

### **Remaining Life Assessment**

The Wilson EHV substation is approximately 30 years old. Assuming a continued level of maintenance on the substation, the Wilson substation as a whole can expect to function properly for an additional 27 to 28 years. This results in a projected retirement year for the unit of 2040. For the major equipment located within the substation, such as the transformers, circuit breakers, and control building, this equipment requires a greater level of care and maintenance in order to function for an additional 27 to 28 years. Typically, substation transformers and circuit breakers are replaced any time after 40 years of useful life. However, given regular and proper maintenance, this equipment can last 55 to 60 years, depending on ambient conditions. Associated equipment, such as steel structures, concrete foundations, chain link fences, and other equipment are subject to weather conditions and deteriorate at the same speed as those same types of structures located in other types of facilities.

## HANCOCK SUBSTATION

### Facility Description

The Hancock Substation is located near Hawesville, Kentucky, approximately 60 miles east of Henderson, Kentucky. This substation is located within five miles of the Kenneth C. Coleman Generating Station, and is a 161kV to 69kV electric substation. The station currently has two 161/69kV transformers, five 161kV circuit breakers and four 69kV circuit breakers.

A control building located within the substation contains all of the electrical controls associated with the both the circuit switchers and breakers. The control building also houses all of the protection equipment needed to provide adequate protection for both the substation transformers and the associated transmission lines that enter and exit the substation.

### Condition Assessment

A physical observation of the Hancock substation was made on August 23, 2010. The 161kV circuit breakers contained nameplates that state the breakers were manufactured in 2001. However, the substation is far greater in age than the circuit breakers. Located throughout the substation were brown colored glass insulators. This particular style of insulator has not been manufactured by major electric manufacturers since the 1960's. The existing steel structures were beginning to show signs of rust and deterioration, which is expected given the estimated age of the substation.

### Maintenance

All of the 161kV circuit breakers had been replaced in 2001, eliminating the original oil circuit breakers and installing newer SF6 type gas circuit breakers. Based on the estimated age of the substation, additional maintenance will need to be performed on the transformers and the remaining oil circuit breakers will need to have regular maintenance continued on these devices in order to maintain good working order. Also, there are no signs of current or past oil leaks from any of the oil insulated equipment.

## Remaining Life Assessment

The Hancock Substation is approximately 42 years old. Typically, substation transformers and circuit breakers are replaced any time after 40 years of useful life. However, given regular and proper maintenance, this equipment can last between 50 and 60 years. Brown insulators are considered obsolete by industry standards, and may need to be considered as part of future maintenance work. However, assuming a continued level of maintenance on the substation, the Hancock substation appears to be in good working order and should continue to function properly for an additional 17 to 18 years. This resulted in a projected retirement year for the unit of 2030. For the major oil filled equipment located within the substation, such as the transformers and circuit breakers, this equipment requires a greater level of care and maintenance in order to function for an additional 17 to 18 years.

## HARDINSBURG SUBSTATION

### Facility Description

The Hardinsburg Substation is located near Hardinsburg, Kentucky, approximately 80 miles east of Henderson, Kentucky. This substation is a 161kV to 69kV electric substation. The station currently has two 161/69kV transformers, five 161kV circuit breakers and seven 69kV circuit breakers.

A control building located within the substation contains all of the electrical controls associated with the both the circuit switchers and breakers. The control building also houses all of the protection equipment needed to provide adequate protection for both the substation transformers and the associated transmission lines that enter and exit the substation.

### Condition Assessment

A physical observation of the Hardinsburg substation was made on August 23, 2010. The equipment located within the substation contained nameplates stating their construction in 1968. The steel structures were beginning to show signs of rust and deterioration, which is expected given the estimated age of the substation. However the concrete foundations, ground and conduit connections appeared to be in good operating shape.

## **Maintenance**

Based on the age of the substation, maintenance will need to be performed on the transformers and oil circuit breakers in order to maintain good working order. There were no signs of past or current oil leaks from existing equipment. This demonstrates that the equipment is being properly inspected and maintained on a regular basis.

## **Remaining Life Assessment**

The Hardinsburg Substation is approximately 44 years old. Typically, substation transformers and circuit breakers are replaced any time after 40 years of useful life. However, given regular and proper maintenance, this equipment can last between 50 and 60 years. Assuming a continued level of maintenance on the substation, the Hardinsburg substation appears to be in good working order and should continue to function properly for an additional 17 to 18 years. This results in a projected retirement year for the unit of 2030. For the major oil filled equipment located within the substation, such as the transformers and circuit breakers, this equipment requires a greater level of care and maintenance in order to function for an additional 17 to 18 years.

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## **PART III – DEPRECIATION RATE ANALYSIS**



## PART III

### DEPRECIATION RATE ANALYSIS

Part III of the Study describes the methodology and presents the results of the analysis performed in the formulation of proposed new depreciation rates for the electric generation, transmission, and general plant assets of Big Rivers. The depreciation rate analysis was performed based on the electric generation, transmission, and general plant historical accounting records of Big Rivers as of July 31, 2012. The methodologies and basis for calculating the proposed depreciation rates and completing this Study is similar to the process utilized in completing the 2010 Study.

#### STUDY SCOPE & PURPOSE

This depreciation rate analysis was conducted to analyze the service life characteristics, net salvage indications, and depreciation reserve status based on historical data from Big Rivers' CPR system data, and then to derive appropriate depreciation rates for Big Rivers' system plant in service.

The procedures used to analyze Big Rivers' historical data pertaining to useful service lives and net salvage rates are discussed for the assets represented by each plant account. This narrative description of the depreciation rate analysis completed for Big Rivers includes a variety of concepts related to common utility depreciation terminology and study techniques. Various reference materials are readily available that provide thorough explanations of these concepts.<sup>1</sup>

For plant assets in certain accounts there was found to be an insufficient amount of historical plant additions and retirement data in the CPR system on which to perform statistically valid actuarial studies. In these cases, estimates were made based on the historical data from similar accounts, industry standards, and the Engineer's Assessment in Section II. This data, combined with the judgment of the depreciation consultants, was relied upon in the completion of the analysis for those accounts with limited historical data. However, the consideration given to

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<sup>1</sup> For further information, refer to industry publications "Public Utility Depreciation Practices", National Association of Regulatory Utility Commissioners (NARUC), August 1996 and "Depreciation Systems", Wolf, Frank and Fitch, Chester, Iowa State University Press, 1994.

extending useful lives is based on the assumption that Big Rivers will be able to perform future major maintenance in a manner consistent with prudent utility operations.

## DEPRECIATION RATE STUDY METHODS

Two primary methods have been used to calculate depreciation accruals: the Whole Life method (most General Plant accounts) and the Life Span method combined with the Remaining Life technique (all Transmission accounts and all Production accounts and Account 390 – Structures).

### Whole Life Method

For each account where used, the Whole Life method uses the account average service life (ASL) and the average net salvage percentage (NS) for the account to calculate the annual depreciation rate according to the following formula.

$$\frac{1 - NS}{ASL}$$

Whole life depreciation rates are appropriate for mass property type of accounts where there are a large number of relatively small property units with no definite or planned final retirement, retirements of individual units are independent of each other, and additions are generally independent of existing units. Typical property falling in this category includes tools, vehicles, computers, and furniture.

Estimates of average service life and dispersion were studied using the retirement rate method of actuarial analysis based upon the historical nature of the characteristics of the plant retired from each account since inception. Accounts for which insufficient retirement activity had occurred on which to conduct actuarial analysis, or the results of such an analysis were inconclusive, other publicly available industry information and the judgment of the depreciation consultant were relied upon to estimate reasonable average service lives and/or average net salvage values.

### Life Span Method

The Life Span method calculates lives for an asset group or account based on the assumption that all property units in the group will retire concurrently at a single forecasted point in time, whether the units are part of the initial installation or later additions. Typical property falling in

this category includes poles, transformers, conductors, power production facilities and buildings. Forecasting reasonable retirement dates is the most critical aspect of the Life Span method.

During the life of an operational power plant and building, portions of the facility are retired and replaced. These items typically include roofs, HVAC equipment, boiler tubes and walls, pumps, piping, and parking lots allocated to the cost of the facility. Because not all items of plant live the entire length of time a power plant or building remains in service, these so-called interim retirements tend to decrease the life of the dollars in the group or account. Therefore, it is important in a depreciation study to analyze the historical interim retirement amounts and whether the interim retirement rates are expected to continue at the same pace over the remaining life of the unit. Interim retirements can be studied mathematically using the system of Iowa curves, the Gompertz-Makeham formula, or derived interim retirement rate curves. As the information was readily available, interim retirement life tables were developed separately for each of the accounts under the Life Span method.

Although detailed interim retirement records are maintained for each Cooperative building and production facility, interim retirements for most locations are relatively few and little applicable life knowledge would be derived from attempting an analysis on such a thin available data set. Therefore, to improve the validity of the interim retirement rate analysis, an interim retirement rate calculation was performed for each account as a whole, rather than by account and then by location.

Engineers assessed the Big Rivers electric plant facilities regarding their design, performance, operation and maintenance, and condition, and provided estimates of final retirement dates for each production plant and each general plant structure to the depreciation consultant as input to the depreciation model. The Engineering Assessment of the major system facilities is provided in Part II of the Study. For each production account and buildings account, an average year of final retirement (AYFR) was calculated for each major facility using the direct weighted average of individual retirement years and plant balances. This AYFR and the aforementioned interim retirement rates are inputs to the remaining life (RL) calculation for each account.

The Remaining Life depreciation rate automatically adjusts for past under- and over-accruals by building those amounts into the depreciation rate calculation using the reserve ratio (RR). The RR is the depreciation reserve amount divided by the plant balance at the point in time of the study (July 31, 2012). The net salvage parameter in the Remaining Life rate equation is the future net salvage rate (FS). The Remaining Life depreciation rate is expressed mathematically below.

$$\frac{1 - FS - RR}{\text{Remaining Life}}$$

### Sources of Industry Information

Actuarial methods are most accurate and applicable to determination of historic trends for assessing average service lives and salvage specific to a plant account when there is significant annual turnover of plant in that account. However, the limited activity in several accounts prevented actuarial analysis.

Accounts for which insufficient retirement activity had occurred on which to conduct actuarial analysis, or for which the results of such an analysis were inconclusive, other publicly available industry information, the Engineer's Assessment in Section II and the judgment of the depreciation consultant were relied upon to estimate reasonable average service lives. Three engineering publications that provide electric industry information were also considered as a resource for making certain assumptions or for the evaluation of lifespan and salvage value parameters:

1. "Depreciation Statistics from 100 Large United States Electric Utilities – FERC Jurisdiction", Society of Depreciation Professionals Journal, Mougins, Clarence, 1992. (hereinafter "SDP report").
2. "A Survey of Depreciation Statistics", Edison Electric Institute, Robinson, Earl, 1995. (hereinafter "EEI report").

3. "Power Plant Removal Costs Revisited", Society of Depreciation Professionals Journal, Ferguson, John, 1997. (hereinafter "Ferguson report").

### **Net Salvage Factors**

For this Study, Big Rivers provided salvage values and removal costs for 2010 and 2011. Including very large removal costs incurred by Big Rivers in 2010 and 2011 resulted in unrealistic net salvage factors. Therefore, the net salvage factors for each production, transmission, and general plant account were taken directly from the net salvage analysis performed in the 2010 Study. The net salvage factors provided in the 2010 Study are calculated as an average of the available historical data by system account from 1965 to 1998 and estimated values from 1998 to 2010. The net salvage figures used in the depreciation rate formulas in the 2010 Study are for final net salvage, i.e. the gross proceeds realized less any removal cost to raze the structures represented in the account, if any.

The removal costs incurred by Big Rivers total \$6.7 million in 2010 and \$1.8 million in 2011. For perspective, Big Rivers' removal costs for the entire period from 1965 to 2010 were only \$6.4 million. The large removal costs incurred by Big Rivers in 2010 and 2011 were actually incurred, and do not appear unreasonable given the refurbishment retirements incurred at Wilson. However, Big Rivers' management decided that due to the short period of time since the 2010 Study was completed and approved and the expedited timeframe required for this report it would be appropriate to use net salvage factors that are consistent with the 2010 Study. The analysis required to incorporate the 2010 and 2011 removal costs in Big Rivers proposed depreciation rates has been deferred and will be addressed in a future depreciation study.

### **DEPRECIATION RATE ANALYSIS**

Table III-1 summarizes the results of the depreciation rate analysis by capital plant account balance as of July 31, 2012. Table III-1 shows the existing depreciation rates and annual depreciation expense compared to the proposed depreciation rates and annual depreciation expense. Table III-1 also shows the July 31, 2012 plant account balances, reserve ratios, average service lives, remaining service lives and net salvage factors.

**Table III-1: 2012 Depreciation Rate Study Summary**

| Account  | Description | As of July 31, 2012    |                      |               | Existing Depreciation Rate | Average Service Life | Remaining Service Life | Net Salvage Factor | Proposed Depreciation Rate | Annual Depreciation Expense |                     |                    |
|--|-------------|------------------------|----------------------|---------------|----------------------------|----------------------|------------------------|--------------------|----------------------------|-----------------------------|---------------------|--------------------|
|  |             | Plant Balance          | Reserve Balance      | Reserve Ratio |                            |                      |                        |                    |                            | Existing                    | Proposed            | Variance           |
|  |             |                        |                      |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 310 Land & Land Improvements                       |             | 4,537,577              | 0                    |               |                            |                      |                        |                    |                            |                             |                     |                    |
| <b>PRODUCTION PLANT [1]</b>                        |             |                        |                      |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 340 Land   |             | 475,968                | 0                    |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 311 Structures                                     |             | 125,693,531            | 82,324,994           | 65.5          | 1.38%                      | 62.0                 | 28.2                   | -4.5%              | 1.38%                      | 1,734,571                   | 1,737,612           | 3,041              |
| 312 Boiler Plant                                   |             | 680,885,710            | 356,227,283          | 52.3          | 1.88%                      | 59.5                 | 26.1                   | -5.0%              | 2.02%                      | 12,800,651                  | 13,732,241          | 931,589            |
| 312 A-K Boiler Plant - Environment Compliance      |             | 577,753,481            | 222,781,719          | 38.6          | 2.28%                      | 53.0                 | 26.1                   | -2.0%              | 2.43%                      | 13,172,779                  | 14,016,172          | 843,392            |
| 312 L-P Short-Life Production Plant -Environmental |             | 13,034,034             | 3,069,236            | 23.5          | 20.22%                     | 10.0                 | 4.8                    | 0.0%               | 15.95%                     | 2,635,482                   | 2,078,941           | (556,541)          |
| 312 V-Z Short-Life Production Plant -Other         |             | 721,531                | (178,280)            | -24.7         | 14.39%                     | 10.0                 | 4.9                    | 0.0%               | 25.38%                     | 103,828                     | 183,151             | 79,323             |
| 314 Turbine  |             | 230,546,435            | 129,685,979          | 56.3          | 1.91%                      | 59.5                 | 26.5                   | -8.2%              | 1.96%                      | 4,403,437                   | 4,511,020           | 107,583            |
| 315 Electric Equipment                             |             | 62,213,068             | 37,265,920           | 59.9          | 1.99%                      | 50.9                 | 18.3                   | 3.0%               | 2.03%                      | 1,238,040                   | 1,261,703           | 23,663             |
| 316 Miscellaneous Equipment                        |             | 4,745,114              | 60,556               | 1.3           | 3.78%                      | 57.5                 | 24.3                   | 0.5%               | 4.04%                      | 179,365                     | 191,836             | 12,471             |
| 341 CT - Structures                                |             | 154,233                | 122,610              | 79.5          | 1.17%                      | 52.5                 | 19.4                   | 0.0%               | 1.06%                      | 1,805                       | 1,633               | (172)              |
| 342 CT - Fuel Holders & Access.                    |             | 1,442,387              | 641,686              | 44.5          | 9.10%                      | 52.5                 | 19.2                   | -134.8%            | 9.92%                      | 131,257                     | 143,063             | 11,806             |
| 343 CT - Prime Movers                              |             | 4,915,886              | 3,929,184            | 79.9          | 3.02%                      | 52.5                 | 19.4                   | -38.3%             | 3.02%                      | 148,460                     | 148,316             | (144)              |
| 344 CT - Generators                                |             | 1,102,964              | 1,027,096            | 93.1          | 0.50%                      | 52.5                 | 19.5                   | 0.0%               | 0.35%                      | 5,515                       | 3,891               | (1,624)            |
| 345 CT - Accessory Electrical Equipment            |             | 399,274                | 178,372              | 44.7          | 2.05%                      | 52.5                 | 18.9                   | 0.0%               | 2.93%                      | 8,185                       | 11,683              | 3,498              |
| Subtotal   |             | 1,708,621,193          | 837,136,354          |               |                            |                      |                        |                    |                            | 36,563,375                  | 38,021,262          | 1,457,887          |
| <b>TRANSMISSION [1]</b>                            |             |                        |                      |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 350 Land   |             | 704,868                | 0                    |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 352 Structures                                     |             | 6,872,307              | 3,939,593            | 57.3          | 1.90%                      | 52.5                 | 23.3                   | -2.4%              | 1.94%                      | 130,574                     | 133,325             | 2,752              |
| 353 Station Equipment                              |             | 123,005,428            | 57,372,818           | 46.6          | 2.23%                      | 52.5                 | 23.4                   | -0.2%              | 2.29%                      | 2,743,021                   | 2,818,401           | 75,380             |
| 354 Towers   |             | 8,593,544              | 5,258,193            | 61.2          | 1.42%                      | 57.5                 | 28.5                   | 0.0%               | 1.36%                      | 122,028                     | 117,062             | (4,967)            |
| 355 Poles  |             | 42,531,008             | 24,872,625           | 58.5          | 2.06%                      | 49.5                 | 20.5                   | 0.0%               | 2.03%                      | 876,139                     | 861,385             | (14,754)           |
| 356 Lines  |             | 43,877,088             | 25,179,681           | 57.4          | 1.69%                      | 52.5                 | 23.5                   | 0.0%               | 1.81%                      | 741,523                     | 795,634             | 54,112             |
| Subtotal   |             | 225,584,244            | 116,622,910          |               |                            |                      |                        |                    |                            | 4,613,285                   | 4,725,807           | 112,523            |
| <b>GENERAL PLANT [2]</b>                           |             |                        |                      |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 389 Land   |             | 407,251                | 0                    |               |                            |                      |                        |                    |                            |                             |                     |                    |
| 390 Structures [1]                                 |             | 5,263,520              | 1,841,773            | 35.0          | 2.84%                      | 42.5                 | 11.5                   | 21.8%              | 3.76%                      | 149,484                     | 198,151             | 48,667             |
| 391.0/391.6/391.7 Office Furniture & Equipment     |             | 797,888                | (226,065)            | -28.3         | 17.12%                     | 10.0                 | 6.0                    | 8.9%               | 9.11%                      | 136,598                     | 72,724              | (63,875)           |
| 391.2, 391.3 Computer                              |             | 20,489,975             | 2,105,972            | 10.3          | 10.29%                     | 10.0                 | 4.8                    | 1.2%               | 9.88%                      | 2,108,418                   | 2,024,934           | (83,484)           |
| 392.2 Vehicles - General                           |             | 2,085,515              | 1,222,328            | 58.6          | 4.39%                      | 10.0                 | 3.0                    | 14.2%              | 8.58%                      | 91,554                      | 179,034             | 87,480             |
| 392.3 Vehicles - Transmission                      |             | 1,257,240              | 788,792              | 62.7          | 6.14%                      | 10.0                 | 4.7                    | 16.9%              | 8.31%                      | 77,195                      | 104,450             | 27,256             |
| 393 Stores Equipment                               |             | 98,766                 | 77,948               | 78.9          | 4.40%                      | 16.0                 | 5.2                    | 4.4%               | 5.97%                      | 4,346                       | 5,900               | 1,554              |
| 394 Tools  |             | 731,818                | 441,711              | 60.4          | 4.61%                      | 16.0                 | 8.2                    | 2.7%               | 6.08%                      | 33,737                      | 44,482              | 10,745             |
| 395 Lab Equipment                                  |             | 221,279                | 176,719              | 79.9          | 4.41%                      | 16.0                 | 5.7                    | 2.1%               | 6.12%                      | 9,758                       | 13,541              | 3,783              |
| 396 Power Operated Equipment                       |             | 567,875                | 423,883              | 74.6          | 3.70%                      | 16.0                 | 5.6                    | 24.9%              | 4.69%                      | 21,011                      | 26,644              | 5,632              |
| 397 Communication Equipment                        |             | 1,670,551              | 1,488,248            | 89.1          | 4.35%                      | 16.0                 | 1.0                    | -0.1%              | 6.25%                      | 72,669                      | 104,474             | 31,805             |
| 398 Miscellaneous Equipment                        |             | 251,254                | 44,367               | 17.7          | 11.80%                     | 16.0                 | 9.0                    | 3.2%               | 6.05%                      | 29,648                      | 15,200              | (14,448)           |
| Subtotal   |             | 33,842,932             | 8,385,678            |               |                            |                      |                        |                    |                            | 2,734,419                   | 2,789,533           | 55,115             |
| <b>TOTAL</b>                                       |             | <b>\$1,968,115,264</b> | <b>\$962,144,943</b> |               |                            |                      |                        |                    |                            | <b>\$43,911,079</b>         | <b>\$45,536,603</b> | <b>\$1,625,524</b> |

[1] Life Span Method depreciation  
 [2] Whole Life Method depreciation

The existing depreciation rates in effect for Big Rivers' system assets were developed in the previous depreciation study based on the April 30, 2010 plant in service. The annual depreciation expense calculated in Table III-1 based on the application of the **existing depreciation rates** to the July 31, 2012 plant balances is approximately **\$43.9 million**.

The application of the **proposed depreciation rates** to the July 31, 2012 plant balances resulted in calculated total annual depreciation expense of approximately **\$45.5 million**.

This results in an **increase** in Big Rivers' total annual depreciation expense of approximately **\$1.6 million, or 3.7%**.

Discussion of the depreciation analysis performed on each Big Rivers plant category or account that resulted in the information shown in Table III-1 is presented below. Detailed calculations for all the accounts shown in Table III-1 are provided in Appendix A.

### **Steam Production Plant: Accounts 311 to 316**

Actuarial analyses based on historical data obtained from Big Rivers CPR system were used to develop the depreciation rates and remaining life for Accounts 311 to 315. Insufficient plant additions prior to retirement activity prevented a reliable actuarial analysis of Account 316 - Miscellaneous Equipment.

The current best estimates of future retirement dates for each generating station as described in Part II: Engineering Assessment were also used as inputs to the Life Span model along with the actuarial analysis and engineers' judgment for each plant account. The life of these individual units can vary based on a number of factors including but not limited to operating hours and maintenance. The Green, HMP&L Station Two and Coleman facilities have multiple units, but are forecasted to retire in the same year. This is reasonable for three reasons. First, the units were installed within two to three years of each other. Second, most plant accounts are assigned to the entire generating station, not to individual units of the facility. Most importantly, it is realistic to assume that the entire facility would shut down before significant demolition activities begin to occur. Piecemeal removal at an operating facility would be costly and much

of the plant infrastructure would need to remain in service in order to maintain the last unit's ability to function.

Due to the caustic nature of scrubber operations, scrubber equipment dealing with sulfur dioxide removal and related piping will be expected to have a shorter life than that expected for the vast majority of the production plant. That life expectancy is directly related to the design, wear and tear from variable amounts of daily operation, and the levels of removal based on the particular coal mix being burned.

Account 312 contains some much newer environmental compliance assets such as scrubber equipment that have a shorter expected life than the other assets in Account 312. These assets are shown in Account 312 A-K. In addition, assets such as mist eliminator panels and slag grinders with even shorter useful lives were subdivided into Account 312 V-Z and to Account 312 L-P (if they were related to environmental compliance). Despite having a shorter useful life than other assets in Account 312, the remaining life of these environmental assets is still constrained by the remaining life of the plant as a whole because the environmental assets would be retired when the overall plant is retired.

The D. B. Wilson Station is significantly newer than the other facilities. As such, its Plant Balance is significantly larger in comparison to the other facilities. If the remaining service life of each facility is weighted by the plant balances in Account 311 - Structures, Account 312 - Boiler Plant, and Account 314 - Turbine, the weighted average remaining service life is approximately 26 to 28 years. As such, the remaining service life for Account 311 - Structures was assumed to be 28 years and the remaining service life for Account 312 - Boiler Plant and Account 314 - Turbine was assumed to be 26 years.

Insufficient plant additions prior to retirement activity prevented a reliable actuarial analysis of Account 316 - Miscellaneous Equipment. As a result, other publicly available industry information, the Engineer's Assessment in Section II and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.



**Other Production (Combustion Turbine): Accounts 341 to 346**

The investment in Other Production accounts is related to the one 65 MW combustion turbine (CT) located at the Reid plant. These accounts were studied in a method identical to the Steam Production accounts (except Account 316): actuarial analyses based on historical data obtained from Big Rivers CPR system were used to develop the depreciation rates and remaining life for Accounts 341 to 346.

**Transmission: Accounts 352 to 356**

The investment in Transmission Accounts is derived from Big Rivers' structures, substations and substation equipment, transmission towers, poles and transmission lines. These accounts were studied in a method identical to the Other Production accounts: actuarial analyses based on historical data obtained from Big Rivers CPR system were used to develop the depreciation rates and remaining life for Accounts 352 to 356.

**General Plant: Accounts 390 to 398****Structures: Account 390**

This account contains the investment for Cooperative buildings identified as Headquarters, Transmission Office/Warehouse, Publications, Communication, Central Laboratory, and 4<sup>th</sup> Street Warehouse. Actuarial analyses based on historical data obtained from Big Rivers CPR system were used to develop the depreciation rates and remaining life for Account 390.

**Office Furniture & Equipment: Accounts 391.0, 391.6 & 391.7**

These accounts contain the investment for items typically found in a business office, including desks, tables, bookcases, chairs, copiers, and fax machines. Due to the similarity of content, the three sub-accounts were analyzed together. Publicly available industry information, industry standards, and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.

**Computer Equipment: Accounts 391.2, 391.3**

This account contains the investment for the Big Rivers computer system, software, personal computers, engineering computers, tape drives, peripherals, printers, and the facilities management system. Publicly available industry information, industry standards, and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.

**Vehicles, General: Account 392.2**

This account contains investment for Big Rivers' cars, vans, light and medium duty trucks, truck mounted tool cabinets, and a variety of air compressor, generator, and equipment trailers. Publicly available industry information, industry standards, and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.

**Vehicles, Transmission: Account 392.3**

This account contains investment for heavy-duty trucks, a crane, a lowboy, and a digger derrick. Publicly available industry information, industry standards, and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.

**Stores Equipment: Account 393**

This account contains investment for items typically found in a warehouse, predominantly shelves and bins. Other items include lockers, pallet movers, and a forklift. Publicly available industry information, industry standards, and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.

**Tools, Shop & Garage Equipment: Account 394**

This account title is most descriptive of the investment in the account. Typical items found in Account 394 include non-expensed line truck tools, test equipment, ladders, chain saws, tampers, lifts, tanks, air compressors, and an oil purification unit. Publicly available industry information, industry standards, and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.

**Laboratory Equipment: Account 395**

This account contains a variety of electrical and material laboratory tools, including power supplies, test gear, oscilloscopes, microscopes, analyzers, a gas chromatograph, a solvent extraction system, and a spectrophotometer. Publicly available industry information, industry standards, and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.

**Power Operated Equipment: Account 396**

The investment in this account includes tractors, trenchers, mowers, go-tracts, a bulldozer, and a boat and trailer. Publicly available industry information, industry standards, and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.

**Communications Equipment: Account 397**

The investment in this account included Motorola mobile and hand radios, mobile base radio system with console and related towers, telephone systems and upgrades, data circuits, antennas, and pagers. Publicly available industry information, industry standards, and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.

**Miscellaneous Equipment: Account 398**

The investment in this account includes equipment not categorized into other accounts including video equipment, cameras, kitchen equipment, vacuum cleaners, and a mobile office trailer. Publicly available industry information, industry standards, and the judgment of the depreciation consultant were relied upon to estimate a reasonable average service life for this account.

Detailed calculations for all the accounts shown in Table III-1 are provided in Appendix A.

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## **PART IV – SUMMARY & CONCLUSIONS**

## PART IV SUMMARY & CONCLUSIONS

Burns & McDonnell has completed its assessment and analysis of the remaining useful lives and the depreciation rates pertaining to the electric plant assets of Big Rivers Electric Corporation as reflected in this 2012 Comprehensive Depreciation Study. The Study was prepared in accordance with, and satisfies the requirements of, the Rural Utilities Service as issued to Big Rivers subsequent to its last depreciation study.

The proposed depreciation rates have been developed for all of Big Rivers' generation, transmission, and general plant in service assets based on historical plant accounting records provided by Big Rivers CPR system, other published depreciation survey information, and generally accepted depreciation analysis methodologies. Based on the analysis of the information provided by Big Rivers and the results of the previously completed on-site observations of the Big Rivers generation and transmission facilities, Burns & McDonnell has formulated estimates of the remaining useful service lives for each plant account. The proposed depreciation rates, if implemented by Big Rivers, would result in an estimated increase in depreciation expense of approximately \$1.6 million per year based on July 31, 2012 account balances.

Burns & McDonnell recommends that Big Rivers continues to follow a comprehensive program of testing on those units approaching the service limits in the ASTM guidelines. Individual components should be either repaired or replaced as damage is identified. Since creep stress is a long-term phenomenon, there should be adequate time to procure and schedule replacement of any damaged components. All of the Big Rivers generating units have reached the age when this testing program should be performed. This testing is currently being performed by Big Rivers and should continue to be performed.

Since the Unwind Closing in 2009, Big Rivers has not performed major maintenance such as valve inspections and turbine generator inspections on a schedule consistent with prudent utility operations. Based on the assumption that Big Rivers will be able to perform future major

maintenance in a manner consistent with prudent utility operations, there is no reason, from a mechanical engineering perspective, that all of Big Rivers' generating units cannot remain in service for a long time. Should major maintenance continue to be postponed, it is not likely that all of Big Rivers' generating units will remain in service as long as similar generating units.

These proposed depreciation rates are projected to increase total annual depreciation expenses of Big Rivers by approximately 3.7 percent. Therefore, Burns & McDonnell recommends to Big Rivers that it consider pursuing approval and implementation of the proposed depreciation rates for each RUS plant account as presented in this report. The existing and proposed depreciation rates are shown below in Table IV-1.

**Table IV-1: Existing and Proposed Depreciation Rates**

|  | Existing<br>Depreciation<br>Rate | Proposed<br>Depreciation<br>Rate | Variance |
|--|----------------------------------|----------------------------------|----------|
| <b>PRODUCTION PLANT</b>                            |                                  |                                  |          |
| 311 Structures                                     | 1.38%                            | 1.38%                            | 0.00%    |
| 312 Boiler Plant                                   | 1.88%                            | 2.02%                            | 0.14%    |
| 312 A-K Boiler Plant - Environment Compliance      | 2.28%                            | 2.43%                            | 0.15%    |
| 312 L-P Short-Life Production Plant -Environmental | 20.22%                           | 15.95%                           | -4.27%   |
| 312 V-Z Short-Life Production Plant -Other         | 14.39%                           | 25.38%                           | 10.99%   |
| 314 Turbine  | 1.91%                            | 1.96%                            | 0.05%    |
| 315 Electric Equipment                             | 1.99%                            | 2.03%                            | 0.04%    |
| 316 Miscellaneous Equipment                        | 3.78%                            | 4.04%                            | 0.26%    |
| 341 CT - Structures                                | 1.17%                            | 1.06%                            | -0.11%   |
| 342 CT - Fuel Holders & Access.                    | 9.10%                            | 9.92%                            | 0.82%    |
| 343 CT - Prime Movers                              | 3.02%                            | 3.02%                            | 0.00%    |
| 344 CT - Generators                                | 0.50%                            | 0.35%                            | -0.15%   |
| 345 CT - Accessory Electrical Equipment            | 2.05%                            | 2.93%                            | 0.88%    |
| <b>TRANSMISSION</b>                                |                                  |                                  |          |
| 352 Structures                                     | 1.90%                            | 1.94%                            | 0.04%    |
| 353 Station Equipment                              | 2.23%                            | 2.29%                            | 0.06%    |
| 354 Towers   | 1.42%                            | 1.36%                            | -0.06%   |
| 355 Poles  | 2.06%                            | 2.03%                            | -0.03%   |
| 356 Lines  | 1.69%                            | 1.81%                            | 0.12%    |
| <b>GENERAL PLANT</b>                               |                                  |                                  |          |
| 390 Structures [1]                                 | 2.84%                            | 3.76%                            | 0.92%    |
| 391.0/391.6/391.7 Office Furniture & Equipment     | 17.12%                           | 9.11%                            | -8.01%   |
| 391.2 Computer                                     | 10.29%                           | 9.88%                            | -0.41%   |
| 392.2 Vehicles - General                           | 4.39%                            | 8.58%                            | 4.19%    |
| 392.3 Vehicles - Transmission                      | 6.14%                            | 8.31%                            | 2.17%    |
| 393 Stores Equipment                               | 4.40%                            | 5.97%                            | 1.57%    |
| 394 Tools  | 4.61%                            | 6.08%                            | 1.47%    |
| 395 Lab Equipment                                  | 4.41%                            | 6.12%                            | 1.71%    |
| 396 Power Operated Equipment                       | 3.70%                            | 4.69%                            | 0.99%    |
| 397 Communication Equipment                        | 4.35%                            | 6.25%                            | 1.90%    |
| 398 Miscellaneous Equipment                        | 11.80%                           | 6.05%                            | -5.75%   |

In the preparation of this report, the information provided by Big Rivers was used by Burns & McDonnell to make certain assumptions with respect to conditions that may exist in the future. Burns & McDonnell believes the assumptions made are reasonable for the purposes of this report and makes no representation that the conditions assumed will, in fact, occur. In addition, while Burns & McDonnell has no reason to believe that the information provided by Big Rivers, and on which was relied upon, is inaccurate in any material respect, it has not been independently verified and its accuracy or completeness cannot be guaranteed. To the extent that actual future conditions differ from those assumed herein or from the information provided, actual results may vary from those projected.

\* \* \* \* \*

**APPENDIX A**



**Big Rivers Electric Corporation**  
**2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Production Structures Account: 311  
 Date of Retirement (Mid Year): 2041  
 Interim Retirement Rate: 0.00067  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 28.8  
 Remaining Life (F/E + .5) = 28.2

| Development of Interim Retirement Rate |                       |                     |                   |                         |                         |
|--|-----------------------|---------------------|-------------------|-------------------------|-------------------------|
| Activity Year                          | Additions             | Retirements         | Removal Costs     | Yr-End Plant Balance    | Interim Retirement Rate |
| A                                      | B                     | C                   | D                 | E                       | F = C / E               |
| 1953                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1954                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1955                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1956                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1957                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1958                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1959                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1960                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1961                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1962                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1963                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1964                                   | 0                     | 0                   | 0                 | \$ -                    | 0.00000                 |
| 1965                                   | 2,387,104             | 0                   | 8,879             | \$ 2,393,983            | 0.00000                 |
| 1966                                   | 0                     | 0                   | 0                 | \$ 2,393,983            | 0.00000                 |
| 1967                                   | 0                     | 0                   | 0                 | \$ 2,393,983            | 0.00000                 |
| 1968                                   | 0                     | 0                   | 0                 | \$ 2,393,983            | 0.00000                 |
| 1969                                   | 5,318,911             | 0                   | 4,040             | \$ 7,714,934            | 0.00000                 |
| 1970                                   | 3,088,858             | 0                   | 5,000             | \$ 10,808,590           | 0.00000                 |
| 1971                                   | 4,646,588             | 0                   | 357               | \$ 15,455,538           | 0.00000                 |
| 1972                                   | 15,076                | 9,237               | 0                 | \$ 15,461,375           | 0.00080                 |
| 1973                                   | 37,913                | 0                   | 0                 | \$ 15,499,289           | 0.00000                 |
| 1974                                   | 27,452                | 49,315              | 537               | \$ 15,477,983           | 0.00319                 |
| 1975                                   | 466,603               | 10,019              | 298               | \$ 15,934,844           | 0.00083                 |
| 1976                                   | 89,189                | 51,378              | 0                 | \$ 15,972,835           | 0.00322                 |
| 1977                                   | 126,318               | 404                 | 0                 | \$ 16,098,549           | 0.00033                 |
| 1978                                   | 293,082               | 9,807               | 0                 | \$ 16,381,824           | 0.00080                 |
| 1979                                   | 12,146,870            | 6,495               | 3,651             | \$ 28,525,850           | 0.00023                 |
| 1980                                   | 514,964               | 4,484               | 0                 | \$ 29,038,329           | 0.00015                 |
| 1981                                   | 13,836,470            | 0                   | 1,079             | \$ 42,873,879           | 0.00000                 |
| 1982                                   | 380,544               | 6,724               | 0                 | \$ 43,247,898           | 0.00016                 |
| 1983                                   | 591,717               | 582                 | 0                 | \$ 43,838,833           | 0.00001                 |
| 1984                                   | 383,328               | 209,902             | 1,891             | \$ 44,014,150           | 0.00477                 |
| 1985                                   | 410,671               | 26,180              | 429               | \$ 44,399,089           | 0.00059                 |
| 1986                                   | 72,148,221            | 22,532              | 5,414             | \$ 116,530,192          | 0.00019                 |
| 1987                                   | 60,368                | 15,873              | 0                 | \$ 116,574,887          | 0.00013                 |
| 1988                                   | 297,810               | 10,803              | 0                 | \$ 116,882,094          | 0.00009                 |
| 1989                                   | 183,496               | 15,806              | 0                 | \$ 117,029,884          | 0.00014                 |
| 1990                                   | 293,938               | 5,170               | 0                 | \$ 117,318,452          | 0.00004                 |
| 1991                                   | 180,850               | 1,284               | 0                 | \$ 117,477,818          | 0.00001                 |
| 1992                                   | 152,276               | 19,338              | 0                 | \$ 117,810,758          | 0.00018                 |
| 1993                                   | 112,886               | 141,852             | 0                 | \$ 117,581,771          | 0.00121                 |
| 1994                                   | 100,775               | 32,440              | 0                 | \$ 117,850,105          | 0.00028                 |
| 1995                                   | 9,584                 | 292                 | 0                 | \$ 117,859,398          | 0.00000                 |
| 1996                                   | 0                     | 1,877               | 0                 | \$ 117,857,720          | 0.00001                 |
| 1997                                   | 3,083                 | 1,701               | 0                 | \$ 117,859,102          | 0.00001                 |
| 1998                                   | 12,000                | 4,884               | 0                 | \$ 117,868,216          | 0.00004                 |
| 1999                                   | 104,892               | 130,509             | 0                 | \$ 117,840,601          | 0.00111                 |
| 2000                                   | 329,091               | 594,813             | 0                 | \$ 117,374,879          | 0.00507                 |
| 2001                                   | 749,931               | 32,702              | 0                 | \$ 118,092,108          | 0.00028                 |
| 2002                                   | 504,946               | 260,890             | 0                 | \$ 118,336,364          | 0.00084                 |
| 2003                                   | 751,888               | 100,439             | 0                 | \$ 119,153,588          | 0.00073                 |
| 2004                                   | 253,088               | 87,318              | 0                 | \$ 119,291,958          | 0.00029                 |
| 2005                                   | 189,285               | 30,893              | 0                 | \$ 119,573,201          | 0.00018                 |
| 2006                                   | 288,443               | 7,200               | 0                 | \$ 119,853,293          | 0.00032                 |
| 2007                                   | 299,533               | 19,441              | 0                 | \$ 120,011,083          | 0.00015                 |
| 2008                                   | 341,876               | 184,088             | 0                 | \$ 122,327,741          | 0.00032                 |
| 2009                                   | 2,358,108             | 39,450              | 0                 | \$ 122,542,011          | 0.00013                 |
| 2010                                   | 226,124               | 15,683              | 3,829             | \$ 123,456,300          | 0.00167                 |
| 2011                                   | 1,026,685             | 208,474             | 94,078            | \$ 123,456,300          | 0.00167                 |
| <b>TOTAL</b>                           | <b>\$ 125,698,374</b> | <b>\$ 2,387,554</b> | <b>\$ 127,480</b> | <b>\$ 3,512,236,416</b> | <b>0.00067</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2012 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.00067                | 0.99933               | 0.99968    | 27.71863                              |
| 2011                          | 1.5               | 0.00067                | 0.99933               | 0.99989    | 27.69994                              |
| 2010                          | 2.5               | 0.00067                | 0.99933               | 0.99832    | 27.68127                              |
| 2009                          | 3.5               | 0.00067                | 0.99933               | 0.99784    | 27.66261                              |
| 2008                          | 4.5               | 0.00067                | 0.99933               | 0.99697    | 27.64396                              |
| 2007                          | 5.5               | 0.00067                | 0.99933               | 0.99630    | 27.62533                              |
| 2006                          | 6.5               | 0.00067                | 0.99933               | 0.99563    | 27.60671                              |
| 2005                          | 7.5               | 0.00067                | 0.99933               | 0.99498    | 27.58810                              |
| 2004                          | 8.5               | 0.00067                | 0.99933               | 0.99428    | 27.56950                              |
| 2003                          | 9.5               | 0.00067                | 0.99933               | 0.99361    | 27.55092                              |
| 2002                          | 10.5              | 0.00067                | 0.99933               | 0.99294    | 27.53235                              |
| 2001                          | 11.5              | 0.00067                | 0.99933               | 0.99228    | 27.51379                              |
| 2000                          | 12.5              | 0.00067                | 0.99933               | 0.99161    | 27.49524                              |
| 1999                          | 13.5              | 0.00067                | 0.99933               | 0.99094    | 27.47671                              |
| 1998                          | 14.5              | 0.00067                | 0.99933               | 0.99027    | 27.45818                              |
| 1997                          | 15.5              | 0.00067                | 0.99933               | 0.98960    | 27.43968                              |
| 1996                          | 16.5              | 0.00067                | 0.99933               | 0.98894    | 27.42118                              |
| 1995                          | 17.5              | 0.00067                | 0.99933               | 0.98827    | 27.40262                              |
| 1994                          | 18.5              | 0.00067                | 0.99933               | 0.98760    | 27.38422                              |
| 1993                          | 19.5              | 0.00067                | 0.99933               | 0.98694    | 27.36576                              |
| 1992                          | 20.5              | 0.00067                | 0.99933               | 0.98627    | 27.34732                              |
| 1991                          | 21.5              | 0.00067                | 0.99933               | 0.98561    | 27.32888                              |
| 1990                          | 22.5              | 0.00067                | 0.99933               | 0.98494    | 27.31048                              |
| 1989                          | 23.5              | 0.00067                | 0.99933               | 0.98428    | 27.29205                              |
| 1988                          | 24.5              | 0.00067                | 0.99933               | 0.98362    | 27.27365                              |
| 1987                          | 25.5              | 0.00067                | 0.99933               | 0.98295    | 27.25527                              |
| 1986                          | 26.5              | 0.00067                | 0.99933               | 0.98229    | 27.23690                              |
| 1985                          | 27.5              | 0.00067                | 0.99933               | 0.98163    | 27.21854                              |
| 1984                          | 28.5              | 0.00067                | 0.99933               | 0.98097    | 27.20019                              |
| 1983                          | 29.5              | 0.00067                | 0.99933               | 0.98030    | 27.18185                              |
| 1982                          | 30.5              | 0.00067                | 0.99933               | 0.97964    | 27.16353                              |
| 1981                          | 31.5              | 0.00067                | 0.99933               | 0.97898    | 27.14522                              |
| 1980                          | 32.5              | 0.00067                | 0.99933               | 0.97832    | 27.12690                              |
| 1979                          | 33.5              | 0.00067                | 0.99933               | 0.97766    | 27.10862                              |
| 1978                          | 34.5              | 0.00067                | 0.99933               | 0.97700    | 27.09031                              |
| 1977                          | 35.5              | 0.00067                | 0.99933               | 0.97635    | 27.07201                              |
| 1976                          | 36.5              | 0.00067                | 0.99933               | 0.97569    | 27.05376                              |
| 1975                          | 37.5              | 0.00067                | 0.99933               | 0.97503    | 27.03551                              |
| 1974                          | 38.5              | 0.00067                | 0.99933               | 0.97437    | 27.01729                              |
| 1973                          | 39.5              | 0.00067                | 0.99933               | 0.97372    | 27.00000                              |
| 1972                          | 40.5              | 0.00067                | 0.99933               | 0.97306    | 26.98271                              |
| 1971                          | 41.5              | 0.00067                | 0.99933               | 0.97240    | 26.96542                              |
| 1970                          | 42.5              | 0.00067                | 0.99933               | 0.97175    | 26.94813                              |
| 1969                          | 43.5              | 0.00067                | 0.99933               | 0.97109    | 26.93084                              |
| 1968                          | 44.5              | 0.00067                | 0.99933               | 0.97044    | 26.91355                              |
| 1967                          | 45.5              | 0.00067                | 0.99933               | 0.96978    | 26.89626                              |
| 1966                          | 46.5              | 0.00067                | 0.99933               | 0.96913    | 26.87897                              |
| 1965                          | 47.5              | 0.00067                | 0.99933               | 0.96848    | 26.86168                              |
| 1964                          | 48.5              | 0.00067                | 0.99933               | 0.96782    | 26.84439                              |
| 1963                          | 49.5              | 0.00067                | 0.99933               | 0.96717    | 26.82710                              |
| 1962                          | 50.5              | 0.00067                | 0.99933               | 0.96652    | 26.80981                              |
| 1961                          | 51.5              | 0.00067                | 0.99933               | 0.96587    | 26.79252                              |
| 1960                          | 52.5              | 0.00067                | 0.99933               | 0.96522    | 26.77523                              |
| 1959                          | 53.5              | 0.00067                | 0.99933               | 0.96457    | 26.75794                              |
| 1958                          | 54.5              | 0.00067                | 0.99933               | 0.96392    | 26.74065                              |
| 1957                          | 55.5              | 0.00067                | 0.99933               | 0.96327    | 26.72336                              |
| 1956                          | 56.5              | 0.00067                | 0.99933               | 0.96262    | 26.70607                              |
| 1955                          | 57.5              | 0.00067                | 0.99933               | 0.96197    | 26.68878                              |
| 1954                          | 58.5              | 0.00067                | 0.99933               | 0.96132    | 26.67149                              |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation  
2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Production Boiler Plant Account: 312  
Date of Retirement (Mid Year): 2038  
Interim Retirement Rate: 0.00373  
Study Date, Year-End: 2012  
Future Life from Study Date: 29.3  
Remaining Life (F/E + .5) = 28.1

| Activity Year | Additions             | Retirements          | Removal Costs       | Yr-End Plant Balance     | Interim Retirement Rate |
|---------------|-----------------------|----------------------|---------------------|--------------------------|-------------------------|
| A             | B                     | C                    | D                   | E                        | F = C/E                 |
| 1953          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1954          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1955          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1956          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1957          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1958          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1959          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1960          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1961          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1962          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1963          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1964          | 0                     | 0                    | 0                   | \$ -                     | 0.00000                 |
| 1965          | 3,916,288             | 0                    | 29,815              | \$ 3,945,902             | 0.00000                 |
| 1966          | 0                     | 0                    | 0                   | \$ 3,945,902             | 0.00000                 |
| 1967          | 0                     | 0                    | 0                   | \$ 3,945,902             | 0.00000                 |
| 1968          | 0                     | 0                    | 0                   | \$ 3,945,902             | 0.00000                 |
| 1969          | 7,858,376             | 6,000                | 190,953             | \$ 11,989,231            | 0.00050                 |
| 1970          | 6,220,732             | 5,360                | 293,878             | \$ 18,496,481            | 0.00029                 |
| 1971          | 9,980,100             | 0                    | 159,041             | \$ 28,637,622            | 0.00000                 |
| 1972          | 182,490               | 35,260               | 1,019               | \$ 28,785,871            | 0.00122                 |
| 1973          | 84,361                | 47,785               | 0                   | \$ 28,822,448            | 0.00166                 |
| 1974          | 135,999               | 980                  | 0                   | \$ 28,957,466            | 0.00003                 |
| 1975          | 40,000                | 72,300               | 0                   | \$ 28,925,167            | 0.00250                 |
| 1976          | 7,336                 | 807                  | 771                 | \$ 28,932,467            | 0.00003                 |
| 1977          | 1,085,499             | 193,134              | 0                   | \$ 29,834,832            | 0.00647                 |
| 1978          | 477,024               | 18,000               | 0                   | \$ 30,293,856            | 0.00059                 |
| 1979          | 68,406,550            | 2,559                | 23,021              | \$ 96,720,888            | 0.00003                 |
| 1980          | 2,717,381             | 325,053              | 2,119               | \$ 99,115,315            | 0.00328                 |
| 1981          | 67,373,001            | 41,201               | 235,173             | \$ 168,682,289           | 0.00025                 |
| 1982          | 739,077               | 234,532              | 5,315               | \$ 167,192,149           | 0.00140                 |
| 1983          | 1,102,532             | 110,071              | 3,604               | \$ 168,188,215           | 0.00085                 |
| 1984          | 3,424,227             | 713,794              | 5,987               | \$ 170,904,636           | 0.00418                 |
| 1985          | 568,092               | 345,044              | 700                 | \$ 171,126,384           | 0.00202                 |
| 1986          | 384,348,232           | 44,591               | 5,994               | \$ 555,436,019           | 0.00008                 |
| 1987          | 776,001               | 449,385              | 11,952              | \$ 555,774,587           | 0.00081                 |
| 1988          | 280,438               | 183,385              | 5,342               | \$ 555,896,982           | 0.00029                 |
| 1989          | 1,398,615             | 853,365              | 360                 | \$ 558,440,592           | 0.00153                 |
| 1990          | 2,154,435             | 729,927              | 113                 | \$ 557,865,213           | 0.00131                 |
| 1991          | 839,541               | 430,079              | 160                 | \$ 558,274,835           | 0.00077                 |
| 1992          | 2,194,897             | 771,819              | 0                   | \$ 559,897,713           | 0.00138                 |
| 1993          | 170,138               | 2,547,906            | 0                   | \$ 557,319,845           | 0.00457                 |
| 1994          | 1,084,716             | 953,892              | 0                   | \$ 557,450,789           | 0.00171                 |
| 1995          | 914,144               | 455,049              | 0                   | \$ 557,909,864           | 0.00082                 |
| 1996          | 255,880               | 118,784              | 0                   | \$ 558,046,980           | 0.00021                 |
| 1997          | 427,596               | 1,098,445            | 0                   | \$ 557,376,111           | 0.00197                 |
| 1998          | 1,219,719             | 6,723,584            | 0                   | \$ 551,872,236           | 0.01218                 |
| 1999          | 2,031,435             | 2,387,308            | 0                   | \$ 551,518,385           | 0.00433                 |
| 2000          | 10,112,631            | 1,740,648            | 0                   | \$ 559,888,350           | 0.00311                 |
| 2001          | 9,846,879             | 4,009,239            | 0                   | \$ 585,725,190           | 0.00709                 |
| 2002          | 4,734,655             | 2,524,814            | 0                   | \$ 587,935,031           | 0.00445                 |
| 2003          | 7,219,552             | 6,319,165            | 0                   | \$ 588,835,419           | 0.01111                 |
| 2004          | 7,970,539             | 1,258,416            | 0                   | \$ 575,549,541           | 0.00218                 |
| 2005          | 7,818,847             | 1,901,318            | 0                   | \$ 581,465,070           | 0.00327                 |
| 2006          | 7,689,092             | 1,890,342            | 0                   | \$ 587,283,821           | 0.00322                 |
| 2007          | 11,589,504            | 986,950              | 0                   | \$ 597,876,368           | 0.0165                  |
| 2008          | 10,508,891            | 3,467,092            | 0                   | \$ 604,917,985           | 0.00573                 |
| 2009          | 22,475,265            | 1,987,827            | 0                   | \$ 625,405,433           | 0.00318                 |
| 2010          | 15,487,001            | 14,872,092           | 1,135,983           | \$ 627,136,325           | 0.02371                 |
| 2011          | 10,984,838            | 1,997,775            | 596,860             | \$ 636,720,048           | 0.00314                 |
| <b>TOTAL</b>  | <b>\$ 696,845,360</b> | <b>\$ 62,833,072</b> | <b>\$ 2,707,760</b> | <b>\$ 16,845,707,703</b> | <b>0.00373</b>          |

| Year Placed | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
|-------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| A           | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012        | 0.5               | 0.00373                | 0.99627               | 0.99814    | 25.58862                              |
| 2011        | 1.5               | 0.00373                | 0.99627               | 0.99441    | 25.49138                              |
| 2010        | 2.5               | 0.00373                | 0.99627               | 0.99070    | 25.39630                              |
| 2009        | 3.5               | 0.00373                | 0.99627               | 0.98701    | 25.30157                              |
| 2008        | 4.5               | 0.00373                | 0.99627               | 0.98333    | 25.20720                              |
| 2007        | 5.5               | 0.00373                | 0.99627               | 0.97968    | 25.11318                              |
| 2006        | 6.5               | 0.00373                | 0.99627               | 0.97606    | 25.01951                              |
| 2005        | 7.5               | 0.00373                | 0.99627               | 0.97238    | 24.92619                              |
| 2004        | 8.5               | 0.00373                | 0.99627               | 0.96874    | 24.83322                              |
| 2003        | 9.5               | 0.00373                | 0.99627               | 0.96512    | 24.74059                              |
| 2002        | 10.5              | 0.00373                | 0.99627               | 0.96152    | 24.64831                              |
| 2001        | 11.5              | 0.00373                | 0.99627               | 0.95794    | 24.55637                              |
| 2000        | 12.5              | 0.00373                | 0.99627               | 0.95438    | 24.46478                              |
| 1999        | 13.5              | 0.00373                | 0.99627               | 0.95081    | 24.37353                              |
| 1998        | 14.5              | 0.00373                | 0.99627               | 0.94728    | 24.28262                              |
| 1997        | 15.5              | 0.00373                | 0.99627               | 0.94373    | 24.19205                              |
| 1996        | 16.5              | 0.00373                | 0.99627               | 0.94021    | 24.10181                              |
| 1995        | 17.5              | 0.00373                | 0.99627               | 0.93670    | 24.01191                              |
| 1994        | 18.5              | 0.00373                | 0.99627               | 0.93320    | 23.92235                              |
| 1993        | 19.5              | 0.00373                | 0.99627               | 0.92972    | 23.83312                              |
| 1992        | 20.5              | 0.00373                | 0.99627               | 0.92626    | 23.74423                              |
| 1991        | 21.5              | 0.00373                | 0.99627               | 0.92280    | 23.65568                              |
| 1990        | 22.5              | 0.00373                | 0.99627               | 0.91938    | 23.56743                              |
| 1989        | 23.5              | 0.00373                | 0.99627               | 0.91593    | 23.47953                              |
| 1988        | 24.5              | 0.00373                | 0.99627               | 0.91251    | 23.39195                              |
| 1987        | 25.5              | 0.00373                | 0.99627               | 0.90911    | 23.30470                              |
| 1986        | 26.5              | 0.00373                | 0.99627               | 0.90572    | 23.21777                              |
| 1985        | 27.5              | 0.00373                | 0.99627               | 0.90234    | 23.13117                              |
| 1984        | 28.5              | 0.00373                | 0.99627               | 0.89898    | 23.04490                              |
| 1983        | 29.5              | 0.00373                | 0.99627               | 0.89562    | 22.95996                              |
| 1982        | 30.5              | 0.00373                | 0.99627               | 0.89228    | 22.87531                              |
| 1981        | 31.5              | 0.00373                | 0.99627               | 0.88895    | 22.79099                              |
| 1980        | 32.5              | 0.00373                | 0.99627               | 0.88564    | 22.70299                              |
| 1979        | 33.5              | 0.00373                | 0.99627               | 0.88233    | 21.82068                              |
| 1978        | 34.5              | 0.00373                | 0.99627               | 0.87904    | 20.94162                              |
| 1977        | 35.5              | 0.00373                | 0.99627               | 0.87578    | 20.06585                              |
| 1976        | 36.5              | 0.00373                | 0.99627               | 0.87250    | 19.19336                              |
| 1975        | 37.5              | 0.00373                | 0.99627               | 0.86924    | 18.32411                              |
| 1974        | 38.5              | 0.00373                | 0.99627               | 0.86600    | 17.45811                              |
| 1973        | 39.5              | 0.00373                | 0.99627               | 0.86277    | 16.59534                              |
| 1972        | 40.5              | 0.00373                | 0.99627               | 0.85955    | 15.73578                              |
| 1971        | 41.5              | 0.00373                | 0.99627               | 0.85633    | 14.87944                              |
| 1970        | 42.5              | 0.00373                | 0.99627               | 0.85311    | 14.02628                              |
| 1969        | 43.5              | 0.00373                | 0.99627               | 0.84997    | 13.17631                              |
| 1968        | 44.5              | 0.00373                | 0.99627               | 0.84680    | 12.32951                              |
| 1967        | 45.5              | 0.00373                | 0.99627               | 0.84364    | 11.48587                              |
| 1966        | 46.5              | 0.00373                | 0.99627               | 0.84050    | 10.64537                              |
| 1965        | 47.5              | 0.00373                | 0.99627               | 0.83736    | 9.80801                               |
| 1964        | 48.5              | 0.00373                | 0.99627               | 0.83424    | 8.97377                               |
| 1963        | 49.5              | 0.00373                | 0.99627               | 0.83113    | 8.14265                               |
| 1962        | 50.5              | 0.00373                | 0.99627               | 0.82803    | 7.31482                               |
| 1961        | 51.5              | 0.00373                | 0.99627               | 0.82494    | 6.48959                               |
| 1960        | 52.5              | 0.00373                | 0.99627               | 0.82186    | 5.66783                               |
| 1959        | 53.5              | 0.00373                | 0.99627               | 0.81879    | 4.84903                               |
| 1958        | 54.5              | 0.00373                | 0.99627               | 0.81574    | 4.03329                               |
| 1957        | 55.5              | 0.00373                | 0.99627               | 0.81270    | 3.22059                               |
| 1956        | 56.5              | 0.00373                | 0.99627               | 0.80967    | 2.41093                               |
| 1955        | 57.5              | 0.00373                | 0.99627               | 0.80665    | 1.60428                               |
| 1954        | 58.5              | 0.00373                | 0.99627               | 0.80364    | 0.80084                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

# Big Rivers Electric Corporation 2012 Depreciation Rate Study - Interim Retirement Rate Analysis



Production Boiler Plant Env Comp Account: 312 A-K  
 Date of Retirement (Mid Year): 2038  
 Interim Retirement Rate: 0.00252  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 28.3  
 Remaining Life (F/E + .5) = 28.6

| Development of Interim Retirement Rate |                |               |               |                      |                         |
|--|----------------|---------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions      | Retirements   | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B              | C             | D             | E                    | F = C/E                 |
| 1953                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 44,570         | 0             | 0             | \$ 44,570            | 0.00000                 |
| 1966                                   | 0              | 0             | 0             | \$ 44,570            | 0.00000                 |
| 1967                                   | 0              | 0             | 0             | \$ 44,570            | 0.00000                 |
| 1968                                   | 0              | 0             | 0             | \$ 44,570            | 0.00000                 |
| 1969                                   | 700,874        | 0             | 0             | \$ 745,444           | 0.00000                 |
| 1970                                   | 771,874        | 0             | 0             | \$ 1,517,318         | 0.00000                 |
| 1971                                   | 528,902        | 0             | 0             | \$ 2,046,220         | 0.00000                 |
| 1972                                   | 1,374          | 0             | 0             | \$ 2,047,595         | 0.00000                 |
| 1973                                   | 380,587        | 0             | 0             | \$ 2,428,182         | 0.00000                 |
| 1974                                   | 0              | 0             | 0             | \$ 2,428,182         | 0.00000                 |
| 1975                                   | 52,494         | 0             | 0             | \$ 2,480,676         | 0.00000                 |
| 1976                                   | 0              | 0             | 0             | \$ 2,480,676         | 0.00000                 |
| 1977                                   | 216,824        | 0             | 0             | \$ 2,697,500         | 0.00000                 |
| 1978                                   | 93,337         | 0             | 0             | \$ 2,790,837         | 0.00000                 |
| 1979                                   | 38,873,268     | 0             | 0             | \$ 41,883,935        | 0.00000                 |
| 1980                                   | 3,378,499      | 0             | 0             | \$ 45,042,434        | 0.00000                 |
| 1981                                   | 35,350,822     | 0             | 0             | \$ 80,393,255        | 0.00000                 |
| 1982                                   | 247,347        | 0             | 0             | \$ 80,840,603        | 0.00000                 |
| 1983                                   | 1,374,882      | 0             | 0             | \$ 82,015,285        | 0.00000                 |
| 1984                                   | 660,393        | 0             | 0             | \$ 82,875,877        | 0.00000                 |
| 1985                                   | 243,512        | 0             | 0             | \$ 82,918,189        | 0.00000                 |
| 1986                                   | 187,168,630    | 0             | 0             | \$ 270,087,820       | 0.00000                 |
| 1987                                   | 69,775         | 0             | 0             | \$ 270,157,594       | 0.00000                 |
| 1988                                   | 68,549         | 0             | 0             | \$ 270,226,143       | 0.00000                 |
| 1989                                   | 19,814         | 0             | 0             | \$ 270,245,958       | 0.00000                 |
| 1990                                   | 1,075,429      | 0             | 0             | \$ 271,321,387       | 0.00000                 |
| 1991                                   | 349,038        | 0             | 0             | \$ 271,670,425       | 0.00000                 |
| 1992                                   | 79,882         | 0             | 0             | \$ 271,750,307       | 0.00000                 |
| 1993                                   | 4,899,560      | 0             | 0             | \$ 276,649,868       | 0.00000                 |
| 1994                                   | 895,543        | 81,250        | 0             | \$ 277,464,159       | 0.00029                 |
| 1995                                   | 37,058,711     | 1,122,550     | 0             | \$ 313,398,320       | 0.00358                 |
| 1996                                   | 3,858,557      | 894,795       | 0             | \$ 316,180,082       | 0.00283                 |
| 1997                                   | 1,778,459      | 449,830       | 0             | \$ 317,488,911       | 0.00142                 |
| 1998                                   | 283,573        | 714,153       | 0             | \$ 317,038,331       | 0.00225                 |
| 1999                                   | 1,331,517      | 873,952       | 0             | \$ 317,495,885       | 0.00275                 |
| 2000                                   | 497,198        | 351,164       | 0             | \$ 317,841,930       | 0.00111                 |
| 2001                                   | 2,817,186      | 281,585       | 0             | \$ 320,197,531       | 0.00082                 |
| 2002                                   | 1,582,029      | 295,920       | 0             | \$ 321,483,840       | 0.00092                 |
| 2003                                   | 80,152,968     | 934,849       | 0             | \$ 400,701,758       | 0.00233                 |
| 2004                                   | 53,198,911     | 2,021,299     | 0             | \$ 451,879,370       | 0.00447                 |
| 2005                                   | 1,915,989      | 1,337,010     | 0             | \$ 452,458,330       | 0.00295                 |
| 2006                                   | 1,038,027      | 270,529       | 0             | \$ 453,225,830       | 0.00080                 |
| 2007                                   | 4,462,599      | 1,300,047     | 0             | \$ 456,388,381       | 0.00285                 |
| 2008                                   | 3,268,823      | 1,044,842     | 0             | \$ 458,612,162       | 0.00228                 |
| 2009                                   | 104,277,773    | 1,902,711     | 0             | \$ 580,987,224       | 0.00339                 |
| 2010                                   | 18,539,616     | 9,988,810     | 5,328,308     | \$ 574,986,538       | 0.01737                 |
| 2011                                   | 6,637,202      | 2,584,888     | 942,428       | \$ 579,981,300       | 0.00448                 |
| TOTAL                                  | \$ 618,759,941 | \$ 28,429,761 | \$ 6,270,738  | \$ 10,495,450,994    | 0.00252                 |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.00252                | 0.99748               | 0.99874    | 26.03574                              |
| 2011                          | 1.5               | 0.00252                | 0.99748               | 0.99823    | 25.97018                              |
| 2010                          | 2.5               | 0.00252                | 0.99748               | 0.99772    | 25.90478                              |
| 2009                          | 3.5               | 0.00252                | 0.99748               | 0.99721    | 25.83955                              |
| 2008                          | 4.5               | 0.00252                | 0.99748               | 0.99670    | 25.77448                              |
| 2007                          | 5.5               | 0.00252                | 0.99748               | 0.99619    | 25.70957                              |
| 2006                          | 6.5               | 0.00252                | 0.99748               | 0.99568    | 25.64483                              |
| 2005                          | 7.5               | 0.00252                | 0.99748               | 0.99517    | 25.58025                              |
| 2004                          | 8.5               | 0.00252                | 0.99748               | 0.99466    | 25.51584                              |
| 2003                          | 9.5               | 0.00252                | 0.99748               | 0.99415    | 25.45158                              |
| 2002                          | 10.5              | 0.00252                | 0.99748               | 0.99364    | 25.38749                              |
| 2001                          | 11.5              | 0.00252                | 0.99748               | 0.99313    | 25.32358                              |
| 2000                          | 12.5              | 0.00252                | 0.99748               | 0.99262    | 25.25979                              |
| 1999                          | 13.5              | 0.00252                | 0.99748               | 0.99211    | 25.19618                              |
| 1998                          | 14.5              | 0.00252                | 0.99748               | 0.99160    | 25.13273                              |
| 1997                          | 15.5              | 0.00252                | 0.99748               | 0.99109    | 25.06944                              |
| 1996                          | 16.5              | 0.00252                | 0.99748               | 0.99058    | 24.99428                              |
| 1995                          | 17.5              | 0.00252                | 0.99748               | 0.99007    | 24.91925                              |
| 1994                          | 18.5              | 0.00252                | 0.99748               | 0.98956    | 24.84434                              |
| 1993                          | 19.5              | 0.00252                | 0.99748               | 0.98905    | 24.76953                              |
| 1992                          | 20.5              | 0.00252                | 0.99748               | 0.98854    | 24.69487                              |
| 1991                          | 21.5              | 0.00252                | 0.99748               | 0.98803    | 24.62035                              |
| 1990                          | 22.5              | 0.00252                | 0.99748               | 0.98752    | 24.54598                              |
| 1989                          | 23.5              | 0.00252                | 0.99748               | 0.98701    | 24.47175                              |
| 1988                          | 24.5              | 0.00252                | 0.99748               | 0.98650    | 24.39766                              |
| 1987                          | 25.5              | 0.00252                | 0.99748               | 0.98599    | 24.32372                              |
| 1986                          | 26.5              | 0.00252                | 0.99748               | 0.98548    | 24.24993                              |
| 1985                          | 27.5              | 0.00252                | 0.99748               | 0.98497    | 24.17628                              |
| 1984                          | 28.5              | 0.00252                | 0.99748               | 0.98446    | 24.10278                              |
| 1983                          | 29.5              | 0.00252                | 0.99748               | 0.98395    | 24.02942                              |
| 1982                          | 30.5              | 0.00252                | 0.99748               | 0.98344    | 23.95620                              |
| 1981                          | 31.5              | 0.00252                | 0.99748               | 0.98293    | 23.88312                              |
| 1980                          | 32.5              | 0.00252                | 0.99748               | 0.98242    | 23.81018                              |
| 1979                          | 33.5              | 0.00252                | 0.99748               | 0.98191    | 23.73738                              |
| 1978                          | 34.5              | 0.00252                | 0.99748               | 0.98140    | 23.66472                              |
| 1977                          | 35.5              | 0.00252                | 0.99748               | 0.98089    | 23.59220                              |
| 1976                          | 36.5              | 0.00252                | 0.99748               | 0.98038    | 23.51982                              |
| 1975                          | 37.5              | 0.00252                | 0.99748               | 0.97987    | 23.44758                              |
| 1974                          | 38.5              | 0.00252                | 0.99748               | 0.97936    | 23.37548                              |
| 1973                          | 39.5              | 0.00252                | 0.99748               | 0.97885    | 23.30352                              |
| 1972                          | 40.5              | 0.00252                | 0.99748               | 0.97834    | 23.23170                              |
| 1971                          | 41.5              | 0.00252                | 0.99748               | 0.97783    | 23.16002                              |
| 1970                          | 42.5              | 0.00252                | 0.99748               | 0.97732    | 23.08848                              |
| 1969                          | 43.5              | 0.00252                | 0.99748               | 0.97681    | 23.01708                              |
| 1968                          | 44.5              | 0.00252                | 0.99748               | 0.97630    | 22.94582                              |
| 1967                          | 45.5              | 0.00252                | 0.99748               | 0.97579    | 22.87470                              |
| 1966                          | 46.5              | 0.00252                | 0.99748               | 0.97528    | 22.80372                              |
| 1965                          | 47.5              | 0.00252                | 0.99748               | 0.97477    | 22.73288                              |
| 1964                          | 48.5              | 0.00252                | 0.99748               | 0.97426    | 22.66218                              |
| 1963                          | 49.5              | 0.00252                | 0.99748               | 0.97375    | 22.59162                              |
| 1962                          | 50.5              | 0.00252                | 0.99748               | 0.97324    | 22.52120                              |
| 1961                          | 51.5              | 0.00252                | 0.99748               | 0.97273    | 22.45092                              |
| 1960                          | 52.5              | 0.00252                | 0.99748               | 0.97222    | 22.38078                              |
| 1959                          | 53.5              | 0.00252                | 0.99748               | 0.97171    | 22.31078                              |
| 1958                          | 54.5              | 0.00252                | 0.99748               | 0.97120    | 22.24092                              |
| 1957                          | 55.5              | 0.00252                | 0.99748               | 0.97069    | 22.17120                              |
| 1956                          | 56.5              | 0.00252                | 0.99748               | 0.97018    | 22.10162                              |
| 1955                          | 57.5              | 0.00252                | 0.99748               | 0.96967    | 22.03218                              |
| 1954                          | 58.5              | 0.00252                | 0.99748               | 0.96916    | 21.96288                              |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation  
2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Production Short-Life Production Plant -Envi Account: PROD 312 L-P

Date of Retirement (Mid Year): 2017  
 Interim Retirement Rate: 0.12252  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 5.0  
 Remaining Life (F/E + .5) = 4.8

| Development of Interim Retirement Rate |                     |                   |               |                      |                         |
|--|---------------------|-------------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions           | Retirements       | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                   | C                 | D             | E                    | F = C / E               |
| 1953                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1966                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1967                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1968                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1969                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1970                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1971                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1972                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1973                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1974                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1975                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1976                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1977                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1978                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1979                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1980                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1981                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1982                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1983                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1984                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1985                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1986                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1987                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1988                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1989                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1990                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1991                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1992                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1993                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1994                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1995                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1996                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1997                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1998                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 1999                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 2000                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 2001                                   | 0                   | 0                 | 0             | \$ -                 | 0.00000                 |
| 2002                                   | 185,953             | 0                 | 0             | \$ 185,953           | 0.00000                 |
| 2003                                   | 394,231             | 0                 | 0             | \$ 580,184           | 0.00000                 |
| 2004                                   | 0                   | 44,130            | 0             | \$ 536,054           | 0.08232                 |
| 2005                                   | 246,373             | 124,232           | 0             | \$ 658,195           | 0.18875                 |
| 2006                                   | 0                   | 0                 | 0             | \$ 658,195           | 0.00000                 |
| 2007                                   | 413,100             | 414,060           | 0             | \$ 657,235           | 0.63000                 |
| 2008                                   | 0                   | 137,386           | 0             | \$ 519,849           | 0.26428                 |
| 2009                                   | 0                   | 0                 | 0             | \$ 519,849           | 0.00000                 |
| 2010                                   | 0                   | 0                 | 0             | \$ 519,849           | 0.00000                 |
| 2011                                   | 0                   | 0                 | 0             | \$ 519,849           | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 1,239,656</b> | <b>\$ 719,807</b> | <b>\$ -</b>   | <b>\$ 5,875,060</b>  | <b>0.12252</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.12252                | 0.87748               | 0.93874    | 4.03021                               |
| 2011                          | 1.5               | 0.12252                | 0.87748               | 0.82373    | 3.53643                               |
| 2010                          | 2.5               | 0.12252                | 0.87748               | 0.72280    | 3.10315                               |
| 2009                          | 3.5               | 0.12252                | 0.87748               | 0.63425    | 2.72296                               |
| 2008                          | 4.5               | 0.12252                | 0.87748               | 0.55654    | 2.38934                               |
| 2007                          | 5.5               | 0.12252                | 0.87748               | 0.48835    | 2.09660                               |
| 2006                          | 6.5               | 0.12252                | 0.87748               | 0.42852    | 1.83973                               |
| 2005                          | 7.5               | 0.12252                | 0.87748               | 0.37602    | 1.61433                               |
| 2004                          | 8.5               | 0.12252                | 0.87748               | 0.32985    | 1.41654                               |
| 2003                          | 9.5               | 0.12252                | 0.87748               | 0.28952    | 1.24299                               |
| 2002                          | 10.5              | 0.12252                | 0.87748               | 0.25405    | 1.09070                               |
| 2001                          | 11.5              | 0.12252                | 0.87748               | 0.22293    | 0.95707                               |
| 2000                          | 12.5              | 0.12252                | 0.87748               | 0.19561    | 0.83981                               |
| 1999                          | 13.5              | 0.12252                | 0.87748               | 0.17165    | 0.73691                               |
| 1998                          | 14.5              | 0.12252                | 0.87748               | 0.15082    | 0.64663                               |
| 1997                          | 15.5              | 0.12252                | 0.87748               | 0.13216    | 0.56740                               |
| 1996                          | 16.5              | 0.12252                | 0.87748               | 0.11597    | 0.49789                               |
| 1995                          | 17.5              | 0.12252                | 0.87748               | 0.10176    | 0.43689                               |
| 1994                          | 18.5              | 0.12252                | 0.87748               | 0.08929    | 0.38336                               |
| 1993                          | 19.5              | 0.12252                | 0.87748               | 0.07835    | 0.33639                               |
| 1992                          | 20.5              | 0.12252                | 0.87748               | 0.06875    | 0.29518                               |
| 1991                          | 21.5              | 0.12252                | 0.87748               | 0.06033    | 0.25901                               |
| 1990                          | 22.5              | 0.12252                | 0.87748               | 0.05294    | 0.22728                               |
| 1989                          | 23.5              | 0.12252                | 0.87748               | 0.04645    | 0.19943                               |
| 1988                          | 24.5              | 0.12252                | 0.87748               | 0.04076    | 0.17500                               |
| 1987                          | 25.5              | 0.12252                | 0.87748               | 0.03577    | 0.15356                               |
| 1986                          | 26.5              | 0.12252                | 0.87748               | 0.03139    | 0.13474                               |
| 1985                          | 27.5              | 0.12252                | 0.87748               | 0.02754    | 0.11823                               |
| 1984                          | 28.5              | 0.12252                | 0.87748               | 0.02417    | 0.10375                               |
| 1983                          | 29.5              | 0.12252                | 0.87748               | 0.02120    | 0.09104                               |
| 1982                          | 30.5              | 0.12252                | 0.87748               | 0.01861    | 0.07988                               |
| 1981                          | 31.5              | 0.12252                | 0.87748               | 0.01633    | 0.07010                               |
| 1980                          | 32.5              | 0.12252                | 0.87748               | 0.01433    | 0.06151                               |
| 1979                          | 33.5              | 0.12252                | 0.87748               | 0.01257    | 0.05397                               |
| 1978                          | 34.5              | 0.12252                | 0.87748               | 0.01103    | 0.04736                               |
| 1977                          | 35.5              | 0.12252                | 0.87748               | 0.00968    | 0.04156                               |
| 1976                          | 36.5              | 0.12252                | 0.87748               | 0.00849    | 0.03647                               |
| 1975                          | 37.5              | 0.12252                | 0.87748               | 0.00745    | 0.03200                               |
| 1974                          | 38.5              | 0.12252                | 0.87748               | 0.00654    | 0.02808                               |
| 1973                          | 39.5              | 0.12252                | 0.87748               | 0.00574    | 0.02464                               |
| 1972                          | 40.5              | 0.12252                | 0.87748               | 0.00504    | 0.02162                               |
| 1971                          | 41.5              | 0.12252                | 0.87748               | 0.00442    | 0.01897                               |
| 1970                          | 42.5              | 0.12252                | 0.87748               | 0.00388    | 0.01665                               |
| 1969                          | 43.5              | 0.12252                | 0.87748               | 0.00340    | 0.01461                               |
| 1968                          | 44.5              | 0.12252                | 0.87748               | 0.00299    | 0.01282                               |
| 1967                          | 45.5              | 0.12252                | 0.87748               | 0.00262    | 0.01125                               |
| 1966                          | 46.5              | 0.12252                | 0.87748               | 0.00230    | 0.00987                               |
| 1965                          | 47.5              | 0.12252                | 0.87748               | 0.00202    | 0.00866                               |
| 1964                          | 48.5              | 0.12252                | 0.87748               | 0.00177    | 0.00760                               |
| 1963                          | 49.5              | 0.12252                | 0.87748               | 0.00155    | 0.00667                               |
| 1962                          | 50.5              | 0.12252                | 0.87748               | 0.00136    | 0.00585                               |
| 1961                          | 51.5              | 0.12252                | 0.87748               | 0.00120    | 0.00513                               |
| 1960                          | 52.5              | 0.12252                | 0.87748               | 0.00105    | 0.00450                               |
| 1959                          | 53.5              | 0.12252                | 0.87748               | 0.00092    | 0.00358                               |
| 1958                          | 54.5              | 0.12252                | 0.87748               | 0.00081    | 0.00278                               |
| 1957                          | 55.5              | 0.12252                | 0.87748               | 0.00071    | 0.00207                               |
| 1956                          | 56.5              | 0.12252                | 0.87748               | 0.00062    | 0.00145                               |
| 1955                          | 57.5              | 0.12252                | 0.87748               | 0.00055    | 0.00090                               |
| 1954                          | 58.5              | 0.12252                | 0.87748               | 0.00048    | 0.00042                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

# Big Rivers Electric Corporation 2012 Depreciation Rate Study - Interim Retirement Rate Analysis



Production Short-Life Production Plant -Oth Account: PROD 312 V-Z

Date of Retirement (Mid Year): 2017  
 Interim Retirement Rate: 0.04135  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 5.0  
 Remaining Life (F/E + .5) = 4.9

| Development of Interim Retirement Rate |                     |                   |                  |                      |                         |
|--|---------------------|-------------------|------------------|----------------------|-------------------------|
| Activity Year                          | Additions           | Retirements       | Removal Costs    | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                   | C                 | D                | E                    | F = C / E               |
| 1953                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1954                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1955                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1956                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1957                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1958                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1959                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1960                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1961                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1962                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1963                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1964                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1965                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1966                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1967                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1968                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1969                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1970                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1971                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1972                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1973                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1974                                   | 0                   | 0                 | 0                | \$ -                 | 0.00000                 |
| 1975                                   | 102,791             | 0                 | 0                | \$ 102,791           | 0.00000                 |
| 1976                                   | 0                   | 0                 | 0                | \$ 102,791           | 0.00000                 |
| 1977                                   | 81,320              | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1978                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1979                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1980                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1981                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1982                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1983                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1984                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1985                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1986                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1987                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1988                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1989                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1990                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1991                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1992                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1993                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1994                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1995                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1996                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1997                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1998                                   | 0                   | 0                 | 0                | \$ 184,111           | 0.00000                 |
| 1999                                   | 0                   | 46,482            | 0                | \$ 137,628           | 0.33774                 |
| 2000                                   | 0                   | 0                 | 0                | \$ 137,628           | 0.00000                 |
| 2001                                   | 29,494              | 0                 | 0                | \$ 167,122           | 0.00000                 |
| 2002                                   | 0                   | 0                 | 0                | \$ 167,122           | 0.00000                 |
| 2003                                   | 0                   | 0                 | 0                | \$ 167,122           | 0.00000                 |
| 2004                                   | 135,678             | 0                 | 0                | \$ 302,801           | 0.00000                 |
| 2005                                   | 0                   | 0                 | 0                | \$ 302,801           | 0.00000                 |
| 2006                                   | 195,609             | 29,494            | 0                | \$ 468,916           | 0.06290                 |
| 2007                                   | 128,037             | 54,814            | 0                | \$ 542,138           | 0.10111                 |
| 2008                                   | 132,958             | 0                 | 0                | \$ 675,096           | 0.00000                 |
| 2009                                   | 62,867              | 0                 | 0                | \$ 737,963           | 0.00000                 |
| 2010                                   | 0                   | 0                 | 0                | \$ 737,963           | 0.00000                 |
| 2011                                   | 354,011             | 299,569           | 11,683           | \$ 804,088           | 0.37256                 |
| <b>TOTAL</b>                           | <b>\$ 1,222,766</b> | <b>\$ 430,361</b> | <b>\$ 11,683</b> | <b>\$ 10,408,496</b> | <b>0.04135</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant (1) |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.04135                | 0.95865               | 0.97933    | 4.32171                               |
| 2011                          | 1.5               | 0.04135                | 0.95865               | 0.93883    | 4.14302                               |
| 2010                          | 2.5               | 0.04135                | 0.95865               | 0.90002    | 3.97172                               |
| 2009                          | 3.5               | 0.04135                | 0.95865               | 0.86280    | 3.80750                               |
| 2008                          | 4.5               | 0.04135                | 0.95865               | 0.82713    | 3.65007                               |
| 2007                          | 5.5               | 0.04135                | 0.95865               | 0.79293    | 3.49915                               |
| 2006                          | 6.5               | 0.04135                | 0.95865               | 0.76014    | 3.35447                               |
| 2005                          | 7.5               | 0.04135                | 0.95865               | 0.72871    | 3.21578                               |
| 2004                          | 8.5               | 0.04135                | 0.95865               | 0.69858    | 3.08281                               |
| 2003                          | 9.5               | 0.04135                | 0.95865               | 0.66970    | 2.95535                               |
| 2002                          | 10.5              | 0.04135                | 0.95865               | 0.64201    | 2.83315                               |
| 2001                          | 11.5              | 0.04135                | 0.95865               | 0.61546    | 2.71601                               |
| 2000                          | 12.5              | 0.04135                | 0.95865               | 0.59002    | 2.60371                               |
| 1999                          | 13.5              | 0.04135                | 0.95865               | 0.56562    | 2.49606                               |
| 1998                          | 14.5              | 0.04135                | 0.95865               | 0.54223    | 2.39285                               |
| 1997                          | 15.5              | 0.04135                | 0.95865               | 0.51981    | 2.29391                               |
| 1996                          | 16.5              | 0.04135                | 0.95865               | 0.49832    | 2.19907                               |
| 1995                          | 17.5              | 0.04135                | 0.95865               | 0.47772    | 2.10814                               |
| 1994                          | 18.5              | 0.04135                | 0.95865               | 0.45797    | 2.02098                               |
| 1993                          | 19.5              | 0.04135                | 0.95865               | 0.43903    | 1.93741                               |
| 1992                          | 20.5              | 0.04135                | 0.95865               | 0.42088    | 1.85731                               |
| 1991                          | 21.5              | 0.04135                | 0.95865               | 0.40348    | 1.78051                               |
| 1990                          | 22.5              | 0.04135                | 0.95865               | 0.38679    | 1.70690                               |
| 1989                          | 23.5              | 0.04135                | 0.95865               | 0.37080    | 1.63632                               |
| 1988                          | 24.5              | 0.04135                | 0.95865               | 0.35547    | 1.56886                               |
| 1987                          | 25.5              | 0.04135                | 0.95865               | 0.34077    | 1.50380                               |
| 1986                          | 26.5              | 0.04135                | 0.95865               | 0.32668    | 1.44163                               |
| 1985                          | 27.5              | 0.04135                | 0.95865               | 0.31317    | 1.38202                               |
| 1984                          | 28.5              | 0.04135                | 0.95865               | 0.30023    | 1.32488                               |
| 1983                          | 29.5              | 0.04135                | 0.95865               | 0.28781    | 1.27010                               |
| 1982                          | 30.5              | 0.04135                | 0.95865               | 0.27591    | 1.21758                               |
| 1981                          | 31.5              | 0.04135                | 0.95865               | 0.26450    | 1.16724                               |
| 1980                          | 32.5              | 0.04135                | 0.95865               | 0.25357    | 1.11898                               |
| 1979                          | 33.5              | 0.04135                | 0.95865               | 0.24308    | 1.07271                               |
| 1978                          | 34.5              | 0.04135                | 0.95865               | 0.23303    | 1.02836                               |
| 1977                          | 35.5              | 0.04135                | 0.95865               | 0.22340    | 0.98584                               |
| 1976                          | 36.5              | 0.04135                | 0.95865               | 0.21416    | 0.94508                               |
| 1975                          | 37.5              | 0.04135                | 0.95865               | 0.20531    | 0.90600                               |
| 1974                          | 38.5              | 0.04135                | 0.95865               | 0.19682    | 0.86854                               |
| 1973                          | 39.5              | 0.04135                | 0.95865               | 0.18868    | 0.83263                               |
| 1972                          | 40.5              | 0.04135                | 0.95865               | 0.18088    | 0.79820                               |
| 1971                          | 41.5              | 0.04135                | 0.95865               | 0.17340    | 0.76520                               |
| 1970                          | 42.5              | 0.04135                | 0.95865               | 0.16623    | 0.73356                               |
| 1969                          | 43.5              | 0.04135                | 0.95865               | 0.15936    | 0.70323                               |
| 1968                          | 44.5              | 0.04135                | 0.95865               | 0.15277    | 0.67415                               |
| 1967                          | 45.5              | 0.04135                | 0.95865               | 0.14645    | 0.64628                               |
| 1966                          | 46.5              | 0.04135                | 0.95865               | 0.14040    | 0.61956                               |
| 1965                          | 47.5              | 0.04135                | 0.95865               | 0.13459    | 0.59394                               |
| 1964                          | 48.5              | 0.04135                | 0.95865               | 0.12903    | 0.56938                               |
| 1963                          | 49.5              | 0.04135                | 0.95865               | 0.12369    | 0.54584                               |
| 1962                          | 50.5              | 0.04135                | 0.95865               | 0.11858    | 0.52327                               |
| 1961                          | 51.5              | 0.04135                | 0.95865               | 0.11367    | 0.50164                               |
| 1960                          | 52.5              | 0.04135                | 0.95865               | 0.10897    | 0.48089                               |
| 1959                          | 53.5              | 0.04135                | 0.95865               | 0.10447    | 0.46101                               |
| 1958                          | 54.5              | 0.04135                | 0.95865               | 0.10015    | 0.44195                               |
| 1957                          | 55.5              | 0.04135                | 0.95865               | 0.09601    | 0.34594                               |
| 1956                          | 56.5              | 0.04135                | 0.95865               | 0.09204    | 0.25390                               |
| 1955                          | 57.5              | 0.04135                | 0.95865               | 0.08823    | 0.16567                               |
| 1954                          | 58.5              | 0.04135                | 0.95865               | 0.08458    | 0.08109                               |

(1) Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation**  
**2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Production Turbine Account: 314  
 Date of Retirement (Mid Year): 2038  
 Interim Retirement Rate: 0.00261  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 26.3  
 Remaining Life (F/E + .5) = 26.5

| Development of Interim Retirement Rate |                |               |               |                      |                         |
|--|----------------|---------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions      | Retirements   | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B              | C             | D             | E                    | F = C / E               |
| 1953                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0              | 0             | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 2,796,515      | 0             | 31,884        | \$ 2,828,179         | 0.00000                 |
| 1966                                   | 0              | 0             | 0             | \$ 2,828,179         | 0.00000                 |
| 1967                                   | 0              | 0             | 0             | \$ 2,828,179         | 0.00000                 |
| 1968                                   | 0              | 0             | 0             | \$ 2,828,179         | 0.00000                 |
| 1969                                   | 5,207,206      | 0             | 1,908         | \$ 8,037,293         | 0.00000                 |
| 1970                                   | 5,109,447      | 0             | 111,046       | \$ 13,257,786        | 0.00000                 |
| 1971                                   | 5,592,461      | 0             | 2,874         | \$ 18,853,121        | 0.00000                 |
| 1972                                   | 1,342          | 0             | 0             | \$ 18,854,463        | 0.00000                 |
| 1973                                   | 0              | 0             | 0             | \$ 18,854,463        | 0.00000                 |
| 1974                                   | 4,504          | 0             | 0             | \$ 18,858,967        | 0.00000                 |
| 1975                                   | 0              | 0             | 0             | \$ 18,858,967        | 0.00000                 |
| 1976                                   | 2,333          | 0             | 28            | \$ 18,861,329        | 0.00000                 |
| 1977                                   | 57,374         | 2,004         | 0             | \$ 18,916,698        | 0.00011                 |
| 1978                                   | 11,010         | 1,844         | 0             | \$ 18,925,664        | 0.00010                 |
| 1979                                   | 23,074,937     | 0             | 3,445         | \$ 42,004,246        | 0.00000                 |
| 1980                                   | 7,990          | 0             | 0             | \$ 42,012,236        | 0.00000                 |
| 1981                                   | 27,432,065     | 0             | 78,282        | \$ 69,522,583        | 0.00000                 |
| 1982                                   | 26,800         | 0             | 0             | \$ 69,549,383        | 0.00000                 |
| 1983                                   | 83,566         | 0             | 50            | \$ 69,633,019        | 0.00000                 |
| 1984                                   | 499,185        | 69,117        | 341           | \$ 70,063,426        | 0.00099                 |
| 1985                                   | 26,861         | 0             | 0             | \$ 70,093,310        | 0.00000                 |
| 1986                                   | 122,282,416    | 0             | 100           | \$ 192,375,827       | 0.00000                 |
| 1987                                   | 17,819         | 5,500         | 0             | \$ 192,388,146       | 0.00003                 |
| 1988                                   | 429,682        | 0             | 0             | \$ 192,817,829       | 0.00000                 |
| 1989                                   | 1,168,803      | 293,352       | 0             | \$ 193,693,279       | 0.00151                 |
| 1990                                   | 37,733         | 0             | 0             | \$ 193,731,012       | 0.00000                 |
| 1991                                   | 486,727        | 4,957         | 0             | \$ 194,212,781       | 0.00003                 |
| 1992                                   | 3,121,487      | 1,124,186     | 0             | \$ 196,210,082       | 0.00573                 |
| 1993                                   | 1,495,730      | 914,753       | 0             | \$ 196,791,080       | 0.00465                 |
| 1994                                   | 294,144        | 8,633         | 0             | \$ 197,076,571       | 0.00004                 |
| 1995                                   | 182,041        | 139,494       | 0             | \$ 197,119,119       | 0.00071                 |
| 1996                                   | 0              | 0             | 0             | \$ 197,119,119       | 0.00000                 |
| 1997                                   | 33,629         | 82,124        | 0             | \$ 197,070,824       | 0.00042                 |
| 1998                                   | 41,614         | 100,106       | 0             | \$ 197,012,132       | 0.00051                 |
| 1999                                   | 1,665,960      | 35            | 0             | \$ 198,698,057       | 0.00000                 |
| 2000                                   | 336,647        | 626,847       | 0             | \$ 198,408,056       | 0.00318                 |
| 2001                                   | 2,732,008      | 650,720       | 0             | \$ 200,489,344       | 0.00325                 |
| 2002                                   | 1,777,170      | 2,332,032     | 0             | \$ 199,934,481       | 0.01188                 |
| 2003                                   | 3,470,385      | 1,126,858     | 0             | \$ 202,276,009       | 0.00558                 |
| 2004                                   | 2,801,597      | 568,547       | 0             | \$ 204,811,058       | 0.00277                 |
| 2005                                   | 2,308,239      | 715,673       | 0             | \$ 206,201,824       | 0.00347                 |
| 2006                                   | 698,755        | 202,380       | 0             | \$ 206,697,989       | 0.00398                 |
| 2007                                   | 2,963,416      | 623,013       | 0             | \$ 208,838,403       | 0.00394                 |
| 2008                                   | 1,940,927      | 1,266,832     | 0             | \$ 208,482,488       | 0.00521                 |
| 2009                                   | 5,760,515      | 1,115,416     | 0             | \$ 214,127,597       | 0.00521                 |
| 2010                                   | 4,005,723      | 1,827,596     | 147,931       | \$ 216,453,856       | 0.00844                 |
| 2011                                   | 3,821,813      | 1,758,893     | 105,554       | \$ 218,622,130       | 0.00805                 |
| TOTAL                                  | \$ 233,929,818 | \$ 15,790,914 | \$ 483,226    | \$ 6,057,550,500     | 0.00261                 |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant (1) |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.00261                | 0.99739               | 0.99870    | 26.00259                              |
| 2011                          | 1.5               | 0.00261                | 0.99739               | 0.99809    | 25.93481                              |
| 2010                          | 2.5               | 0.00261                | 0.99739               | 0.99350    | 25.86720                              |
| 2009                          | 3.5               | 0.00261                | 0.99739               | 0.99091    | 25.79877                              |
| 2008                          | 4.5               | 0.00261                | 0.99739               | 0.98832    | 25.73251                              |
| 2007                          | 5.5               | 0.00261                | 0.99739               | 0.98575    | 25.66543                              |
| 2006                          | 6.5               | 0.00261                | 0.99739               | 0.98318    | 25.59853                              |
| 2005                          | 7.5               | 0.00261                | 0.99739               | 0.98061    | 25.53180                              |
| 2004                          | 8.5               | 0.00261                | 0.99739               | 0.97806    | 25.46524                              |
| 2003                          | 9.5               | 0.00261                | 0.99739               | 0.97551    | 25.39886                              |
| 2002                          | 10.5              | 0.00261                | 0.99739               | 0.97297    | 25.33265                              |
| 2001                          | 11.5              | 0.00261                | 0.99739               | 0.97043    | 25.26661                              |
| 2000                          | 12.5              | 0.00261                | 0.99739               | 0.96790    | 25.20075                              |
| 1999                          | 13.5              | 0.00261                | 0.99739               | 0.96538    | 25.13505                              |
| 1998                          | 14.5              | 0.00261                | 0.99739               | 0.96286    | 25.06953                              |
| 1997                          | 15.5              | 0.00261                | 0.99739               | 0.96035    | 25.00418                              |
| 1996                          | 16.5              | 0.00261                | 0.99739               | 0.95785    | 24.93900                              |
| 1995                          | 17.5              | 0.00261                | 0.99739               | 0.95535    | 24.87399                              |
| 1994                          | 18.5              | 0.00261                | 0.99739               | 0.95286    | 24.80914                              |
| 1993                          | 19.5              | 0.00261                | 0.99739               | 0.95038    | 24.74447                              |
| 1992                          | 20.5              | 0.00261                | 0.99739               | 0.94790    | 24.67997                              |
| 1991                          | 21.5              | 0.00261                | 0.99739               | 0.94543    | 24.61563                              |
| 1990                          | 22.5              | 0.00261                | 0.99739               | 0.94296    | 24.55146                              |
| 1989                          | 23.5              | 0.00261                | 0.99739               | 0.94050    | 24.48746                              |
| 1988                          | 24.5              | 0.00261                | 0.99739               | 0.93805    | 24.42363                              |
| 1987                          | 25.5              | 0.00261                | 0.99739               | 0.93561    | 24.35996                              |
| 1986                          | 26.5              | 0.00261                | 0.99739               | 0.93317    | 24.29646                              |
| 1985                          | 27.5              | 0.00261                | 0.99739               | 0.93074    | 24.23312                              |
| 1984                          | 28.5              | 0.00261                | 0.99739               | 0.92831    | 24.16995                              |
| 1983                          | 29.5              | 0.00261                | 0.99739               | 0.92589    | 24.10694                              |
| 1982                          | 30.5              | 0.00261                | 0.99739               | 0.92348    | 24.04410                              |
| 1981                          | 31.5              | 0.00261                | 0.99739               | 0.92107    | 23.98142                              |
| 1980                          | 32.5              | 0.00261                | 0.99739               | 0.91867    | 23.91891                              |
| 1979                          | 33.5              | 0.00261                | 0.99739               | 0.91627    | 23.85657                              |
| 1978                          | 34.5              | 0.00261                | 0.99739               | 0.91388    | 23.79439                              |
| 1977                          | 35.5              | 0.00261                | 0.99739               | 0.91150    | 23.73236                              |
| 1976                          | 36.5              | 0.00261                | 0.99739               | 0.90913    | 23.67048                              |
| 1975                          | 37.5              | 0.00261                | 0.99739               | 0.90678    | 23.60875                              |
| 1974                          | 38.5              | 0.00261                | 0.99739               | 0.90443    | 23.54717                              |
| 1973                          | 39.5              | 0.00261                | 0.99739               | 0.90209    | 23.48575                              |
| 1972                          | 40.5              | 0.00261                | 0.99739               | 0.90000    | 23.42448                              |
| 1971                          | 41.5              | 0.00261                | 0.99739               | 0.89988    | 23.36336                              |
| 1970                          | 42.5              | 0.00261                | 0.99739               | 0.89973    | 23.30239                              |
| 1969                          | 43.5              | 0.00261                | 0.99739               | 0.89950    | 23.24157                              |
| 1968                          | 44.5              | 0.00261                | 0.99739               | 0.89928    | 23.18090                              |
| 1967                          | 45.5              | 0.00261                | 0.99739               | 0.89904    | 23.12038                              |
| 1966                          | 46.5              | 0.00261                | 0.99739               | 0.89879    | 23.06001                              |
| 1965                          | 47.5              | 0.00261                | 0.99739               | 0.89855    | 23.00000                              |
| 1964                          | 48.5              | 0.00261                | 0.99739               | 0.89831    | 22.94033                              |
| 1963                          | 49.5              | 0.00261                | 0.99739               | 0.89807    | 22.88100                              |
| 1962                          | 50.5              | 0.00261                | 0.99739               | 0.89783    | 22.82200                              |
| 1961                          | 51.5              | 0.00261                | 0.99739               | 0.89759    | 22.76333                              |
| 1960                          | 52.5              | 0.00261                | 0.99739               | 0.89735    | 22.70500                              |
| 1959                          | 53.5              | 0.00261                | 0.99739               | 0.89711    | 22.64700                              |
| 1958                          | 54.5              | 0.00261                | 0.99739               | 0.89687    | 22.58933                              |
| 1957                          | 55.5              | 0.00261                | 0.99739               | 0.89663    | 22.53200                              |
| 1956                          | 56.5              | 0.00261                | 0.99739               | 0.89639    | 22.47500                              |
| 1955                          | 57.5              | 0.00261                | 0.99739               | 0.89615    | 22.41833                              |
| 1954                          | 58.5              | 0.00261                | 0.99739               | 0.89591    | 22.36200                              |

(1) Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation**  
**2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Production Electric Eqpt Account: 315  
 Date of Retirement (Mid Year): 2030  
 Interim Retirement Rate: 0.00117  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 17.7  
 Remaining Life (F/E + .5) = 18.3

| Development of Interim Retirement Rate |                      |                     |                  |                         |                         |
|--|----------------------|---------------------|------------------|-------------------------|-------------------------|
| Activity Year                          | Additions            | Retirements         | Removal Costs    | Yr-End Plant Balance    | Interim Retirement Rate |
| A                                      | B                    | C                   | D                | E                       | F = C / E               |
| 1953                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1954                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1955                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1956                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1957                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1958                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1959                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1960                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1961                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1962                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1963                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1964                                   | 0                    | 0                   | 0                | \$ -                    | 0.00000                 |
| 1965                                   | 806,672              | 0                   | 4,197            | \$ 810,870              | 0.00000                 |
| 1966                                   | 0                    | 0                   | 0                | \$ 810,870              | 0.00000                 |
| 1967                                   | 0                    | 0                   | 0                | \$ 810,870              | 0.00000                 |
| 1968                                   | 0                    | 0                   | 0                | \$ 810,870              | 0.00000                 |
| 1969                                   | 1,657,054            | 0                   | 429              | \$ 2,468,352            | 0.00000                 |
| 1970                                   | 1,211,816            | 0                   | 0                | \$ 3,680,168            | 0.00000                 |
| 1971                                   | 2,214,898            | 0                   | 0                | \$ 5,895,063            | 0.00000                 |
| 1972                                   | 0                    | 0                   | 0                | \$ 5,895,063            | 0.00000                 |
| 1973                                   | 0                    | 0                   | 0                | \$ 5,895,063            | 0.00000                 |
| 1974                                   | 583                  | 0                   | 0                | \$ 5,895,627            | 0.00000                 |
| 1975                                   | 1,109                | 1,104               | 0                | \$ 5,895,632            | 0.00019                 |
| 1976                                   | 638                  | 0                   | 0                | \$ 5,896,270            | 0.00000                 |
| 1977                                   | 9,764                | 0                   | 0                | \$ 5,906,034            | 0.00000                 |
| 1978                                   | 51,819               | 0                   | 0                | \$ 5,957,853            | 0.00000                 |
| 1979                                   | 8,001,493            | 0                   | 0                | \$ 13,959,348           | 0.00000                 |
| 1980                                   | 1,262                | 0                   | 0                | \$ 13,960,628           | 0.00000                 |
| 1981                                   | 7,135,784            | 0                   | 4,685            | \$ 21,101,097           | 0.00000                 |
| 1982                                   | 124,942              | 0                   | 0                | \$ 21,226,039           | 0.00000                 |
| 1983                                   | 35,591               | 119,116             | 0                | \$ 21,142,514           | 0.00583                 |
| 1984                                   | 372,343              | 393,929             | 0                | \$ 21,120,928           | 0.01865                 |
| 1985                                   | 0                    | 0                   | 0                | \$ 21,120,928           | 0.00000                 |
| 1986                                   | 33,607,061           | 1,604               | 0                | \$ 54,728,405           | 0.00003                 |
| 1987                                   | 2,963                | 11,228              | 872              | \$ 54,719,012           | 0.00021                 |
| 1988                                   | 50,734               | 24,781              | 821              | \$ 54,745,806           | 0.00045                 |
| 1989                                   | 12,496               | 2,515               | 0                | \$ 54,755,788           | 0.00005                 |
| 1990                                   | 0                    | 0                   | 0                | \$ 54,755,788           | 0.00000                 |
| 1991                                   | 26,492               | 0                   | 0                | \$ 54,782,280           | 0.00000                 |
| 1992                                   | 0                    | 8,694               | 0                | \$ 54,773,586           | 0.00016                 |
| 1993                                   | 0                    | 758                 | 0                | \$ 54,772,828           | 0.00001                 |
| 1994                                   | 39,463               | 17,049              | 0                | \$ 54,795,241           | 0.00031                 |
| 1995                                   | 13,012               | 0                   | 0                | \$ 54,808,253           | 0.00000                 |
| 1996                                   | 0                    | 15,661              | 0                | \$ 54,792,592           | 0.00029                 |
| 1997                                   | 0                    | 0                   | 0                | \$ 54,792,592           | 0.00000                 |
| 1998                                   | 11,822               | 0                   | 0                | \$ 54,804,414           | 0.00000                 |
| 1999                                   | 0                    | 0                   | 0                | \$ 54,804,414           | 0.00000                 |
| 2000                                   | 14,681               | 13,170              | 0                | \$ 54,805,925           | 0.00024                 |
| 2001                                   | 144,537              | 77,933              | 0                | \$ 54,872,529           | 0.00142                 |
| 2002                                   | 72,066               | 17,065              | 0                | \$ 54,927,530           | 0.00031                 |
| 2003                                   | 84,916               | 37,206              | 0                | \$ 54,955,242           | 0.00088                 |
| 2004                                   | 765,626              | 81,116              | 0                | \$ 55,639,752           | 0.00148                 |
| 2005                                   | 539,116              | 142,019             | 0                | \$ 56,036,850           | 0.00253                 |
| 2006                                   | 979,575              | 259,551             | 0                | \$ 56,758,874           | 0.00457                 |
| 2007                                   | 589,965              | 166,701             | 0                | \$ 57,160,138           | 0.00292                 |
| 2008                                   | 949,772              | 265,189             | 0                | \$ 57,844,721           | 0.00458                 |
| 2009                                   | 885,808              | 38,948              | 0                | \$ 58,691,681           | 0.00666                 |
| 2010                                   | 1,196,210            | 148,255             | 55,000           | \$ 59,794,836           | 0.00248                 |
| 2011                                   | 362,044              | 145,755             | 19,013           | \$ 60,029,936           | 0.00243                 |
| <b>TOTAL</b>                           | <b>\$ 61,934,249</b> | <b>\$ 1,989,328</b> | <b>\$ 85,017</b> | <b>\$ 1,696,634,835</b> | <b>0.00117</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.00117                | 0.99883               | 0.99941    | 17.78084                              |
| 2011                          | 1.5               | 0.00117                | 0.99883               | 0.99824    | 17.76980                              |
| 2010                          | 2.5               | 0.00117                | 0.99883               | 0.99707    | 17.74899                              |
| 2009                          | 3.5               | 0.00117                | 0.99883               | 0.99591    | 17.72820                              |
| 2008                          | 4.5               | 0.00117                | 0.99883               | 0.99474    | 17.70744                              |
| 2007                          | 5.5               | 0.00117                | 0.99883               | 0.99358    | 17.68670                              |
| 2006                          | 6.5               | 0.00117                | 0.99883               | 0.99241    | 17.66599                              |
| 2005                          | 7.5               | 0.00117                | 0.99883               | 0.99125    | 17.64530                              |
| 2004                          | 8.5               | 0.00117                | 0.99883               | 0.99009    | 17.62464                              |
| 2003                          | 9.5               | 0.00117                | 0.99883               | 0.98893    | 17.60399                              |
| 2002                          | 10.5              | 0.00117                | 0.99883               | 0.98777    | 17.58333                              |
| 2001                          | 11.5              | 0.00117                | 0.99883               | 0.98661    | 17.56270                              |
| 2000                          | 12.5              | 0.00117                | 0.99883               | 0.98546    | 17.54227                              |
| 1999                          | 13.5              | 0.00117                | 0.99883               | 0.98431    | 17.52187                              |
| 1998                          | 14.5              | 0.00117                | 0.99883               | 0.98315    | 17.50115                              |
| 1997                          | 15.5              | 0.00117                | 0.99883               | 0.98200    | 17.48066                              |
| 1996                          | 16.5              | 0.00117                | 0.99883               | 0.98085    | 17.46018                              |
| 1995                          | 17.5              | 0.00117                | 0.99883               | 0.97970    | 17.43974                              |
| 1994                          | 18.5              | 0.00117                | 0.99883               | 0.97855    | 17.41931                              |
| 1993                          | 19.5              | 0.00117                | 0.99883               | 0.97741    | 17.39891                              |
| 1992                          | 20.5              | 0.00117                | 0.99883               | 0.97626    | 17.37853                              |
| 1991                          | 21.5              | 0.00117                | 0.99883               | 0.97512    | 17.35818                              |
| 1990                          | 22.5              | 0.00117                | 0.99883               | 0.97398    | 17.33785                              |
| 1989                          | 23.5              | 0.00117                | 0.99883               | 0.97284    | 17.31755                              |
| 1988                          | 24.5              | 0.00117                | 0.99883               | 0.97170    | 17.29727                              |
| 1987                          | 25.5              | 0.00117                | 0.99883               | 0.97056    | 17.27701                              |
| 1986                          | 26.5              | 0.00117                | 0.99883               | 0.96942    | 17.25678                              |
| 1985                          | 27.5              | 0.00117                | 0.99883               | 0.96829    | 17.23657                              |
| 1984                          | 28.5              | 0.00117                | 0.99883               | 0.96715    | 17.21638                              |
| 1983                          | 29.5              | 0.00117                | 0.99883               | 0.96602    | 17.19622                              |
| 1982                          | 30.5              | 0.00117                | 0.99883               | 0.96489    | 17.17608                              |
| 1981                          | 31.5              | 0.00117                | 0.99883               | 0.96376    | 17.15596                              |
| 1980                          | 32.5              | 0.00117                | 0.99883               | 0.96263    | 17.13587                              |
| 1979                          | 33.5              | 0.00117                | 0.99883               | 0.96150    | 17.11580                              |
| 1978                          | 34.5              | 0.00117                | 0.99883               | 0.96038    | 17.09576                              |
| 1977                          | 35.5              | 0.00117                | 0.99883               | 0.95925    | 17.07574                              |
| 1976                          | 36.5              | 0.00117                | 0.99883               | 0.95813    | 17.05574                              |
| 1975                          | 37.5              | 0.00117                | 0.99883               | 0.95701    | 17.03576                              |
| 1974                          | 38.5              | 0.00117                | 0.99883               | 0.95589    | 17.01581                              |
| 1973                          | 39.5              | 0.00117                | 0.99883               | 0.95477    | 16.99588                              |
| 1972                          | 40.5              | 0.00117                | 0.99883               | 0.95365    | 16.97598                              |
| 1971                          | 41.5              | 0.00117                | 0.99883               | 0.95253    | 16.95610                              |
| 1970                          | 42.5              | 0.00117                | 0.99883               | 0.95142    | 16.93626                              |
| 1969                          | 43.5              | 0.00117                | 0.99883               | 0.95030    | 16.91646                              |
| 1968                          | 44.5              | 0.00117                | 0.99883               | 0.94919    | 16.89670                              |
| 1967                          | 45.5              | 0.00117                | 0.99883               | 0.94808    | 16.87700                              |
| 1966                          | 46.5              | 0.00117                | 0.99883               | 0.94697    | 16.85734                              |
| 1965                          | 47.5              | 0.00117                | 0.99883               | 0.94586    | 16.83772                              |
| 1964                          | 48.5              | 0.00117                | 0.99883               | 0.94475    | 16.81814                              |
| 1963                          | 49.5              | 0.00117                | 0.99883               | 0.94365    | 16.79860                              |
| 1962                          | 50.5              | 0.00117                | 0.99883               | 0.94254    | 16.77910                              |
| 1961                          | 51.5              | 0.00117                | 0.99883               | 0.94144    | 16.75964                              |
| 1960                          | 52.5              | 0.00117                | 0.99883               | 0.94033    | 16.74022                              |
| 1959                          | 53.5              | 0.00117                | 0.99883               | 0.93923    | 16.72084                              |
| 1958                          | 54.5              | 0.00117                | 0.99883               | 0.93813    | 16.70150                              |
| 1957                          | 55.5              | 0.00117                | 0.99883               | 0.93703    | 16.68220                              |
| 1956                          | 56.5              | 0.00117                | 0.99883               | 0.93594    | 16.66294                              |
| 1955                          | 57.5              | 0.00117                | 0.99883               | 0.93484    | 16.64372                              |
| 1954                          | 58.5              | 0.00117                | 0.99883               | 0.93375    | 16.62454                              |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

# Big Rivers Electric Corporation 2012 Depreciation Rate Study - Interim Retirement Rate Analysis



Production Misc. Eqpt Account: 316  
 Date of Retirement (Mid Year): 2036  
 Interim Retirement Rate: 0.71717  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 24.3  
 Remaining Life (F/E + .5) = 0.9

| Development of Interim Retirement Rate |                     |                      |                  |                      |                         |
|--|---------------------|----------------------|------------------|----------------------|-------------------------|
| Activity Year                          | Additions           | Retirements          | Removal Costs    | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                   | C                    | D                | E                    | F = C / E               |
| 1953                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1954                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1955                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1956                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1957                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1958                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1959                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1960                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1961                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1962                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1963                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1964                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1965                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1966                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1967                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1968                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1969                                   | 0                   | 0                    | 30               | \$ 30                | 0.00000                 |
| 1970                                   | 0                   | 0                    | 30               | \$ 59                | 0.00000                 |
| 1971                                   | 0                   | 0                    | 0                | \$ 59                | 0.00000                 |
| 1972                                   | 0                   | 0                    | 0                | \$ 59                | 0.00000                 |
| 1973                                   | 0                   | 0                    | 0                | \$ 59                | 0.00000                 |
| 1974                                   | 0                   | 0                    | 0                | \$ 59                | 0.00000                 |
| 1975                                   | 0                   | 124                  | 0                | \$ -                 | 0.00000                 |
| 1976                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1977                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 1978                                   | 0                   | 1,112                | 0                | \$ -                 | 0.00000                 |
| 1979                                   | 0                   | 20,879               | 621              | \$ -                 | 0.00000                 |
| 1980                                   | 0                   | 18,781               | 0                | \$ -                 | 0.00000                 |
| 1981                                   | 0                   | 51,748               | 1,137            | \$ -                 | 0.00000                 |
| 1982                                   | 0                   | 18,445               | 0                | \$ -                 | 0.00000                 |
| 1983                                   | 0                   | 18,310               | 0                | \$ -                 | 0.00000                 |
| 1984                                   | 0                   | 26,377               | 281              | \$ -                 | 0.00000                 |
| 1985                                   | 0                   | 7,983                | 0                | \$ -                 | 0.00000                 |
| 1986                                   | 0                   | 84,031               | 0                | \$ -                 | 0.00000                 |
| 1987                                   | 0                   | 57,750               | 0                | \$ -                 | 0.00000                 |
| 1988                                   | 0                   | 71,125               | 0                | \$ -                 | 0.00000                 |
| 1989                                   | 0                   | 69,253               | 0                | \$ -                 | 0.00000                 |
| 1990                                   | 0                   | 9,590                | 0                | \$ -                 | 0.00000                 |
| 1991                                   | 0                   | 80,545               | 0                | \$ -                 | 0.00000                 |
| 1992                                   | 0                   | 81,279               | 0                | \$ -                 | 0.00000                 |
| 1993                                   | 0                   | 180,956              | 0                | \$ -                 | 0.00000                 |
| 1994                                   | 0                   | 473,344              | 0                | \$ -                 | 0.00000                 |
| 1995                                   | 0                   | 11,880               | 0                | \$ -                 | 0.00000                 |
| 1996                                   | 0                   | 10,815               | 0                | \$ -                 | 0.00000                 |
| 1997                                   | 0                   | 8,359                | 0                | \$ -                 | 0.00000                 |
| 1998                                   | 0                   | 9,863,386            | 0                | \$ -                 | 0.00000                 |
| 1999                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 2000                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 2001                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 2002                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 2003                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 2004                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 2005                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 2006                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 2007                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 2008                                   | 0                   | 0                    | 0                | \$ -                 | 0.00000                 |
| 2009                                   | 3,031,173           | 0                    | 0                | \$ 3,031,173         | 0.00000                 |
| 2010                                   | 385,851             | 0                    | 0                | \$ 3,417,023         | 0.00000                 |
| 2011                                   | 1,304,173           | 143,213              | 53,000           | \$ 4,630,983         | 0.03093                 |
| <b>TOTAL</b>                           | <b>\$ 4,721,197</b> | <b>\$ 11,287,022</b> | <b>\$ 55,078</b> | <b>\$ 15,710,488</b> | <b>0.71717</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.71717                | 0.28283               | 0.64       | 0.25                                  |
| 2011                          | 1.5               | 0.71717                | 0.28283               | 0.18       | 0.07                                  |
| 2010                          | 2.5               | 0.71717                | 0.28283               | 0.05       | 0.02                                  |
| 2009                          | 3.5               | 0.71717                | 0.28283               | 0.01       | 0.01                                  |
| 2008                          | 4.5               | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 2007                          | 5.5               | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 2006                          | 6.5               | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 2005                          | 7.5               | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 2004                          | 8.5               | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 2003                          | 9.5               | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 2002                          | 10.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 2001                          | 11.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 2000                          | 12.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 1999                          | 13.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 1998                          | 14.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 1997                          | 15.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 1996                          | 16.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 1995                          | 17.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 1994                          | 18.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 1993                          | 19.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 1992                          | 20.5              | 0.71717                | 0.28283               | 0          | 0.00                                  |
| 1991                          | 21.5              | 0.71717                | 0.28283               | 1.95E-12   | 0.00                                  |
| 1990                          | 22.5              | 0.71717                | 0.28283               | 5.51E-13   | 0.00                                  |
| 1989                          | 23.5              | 0.71717                | 0.28283               | 1.58E-13   | 0.00                                  |
| 1988                          | 24.5              | 0.71717                | 0.28283               | 4.40E-14   | 0.00                                  |
| 1987                          | 25.5              | 0.71717                | 0.28283               | 1.25E-14   | 0.00                                  |
| 1986                          | 26.5              | 0.71717                | 0.28283               | 3.52E-15   | 0.00                                  |
| 1985                          | 27.5              | 0.71717                | 0.28283               | 9.87E-16   | 0.00                                  |
| 1984                          | 28.5              | 0.71717                | 0.28283               | 2.82E-16   | 0.00                                  |
| 1983                          | 29.5              | 0.71717                | 0.28283               | 7.97E-17   | 0.00                                  |
| 1982                          | 30.5              | 0.71717                | 0.28283               | 2.25E-17   | 0.00                                  |
| 1981                          | 31.5              | 0.71717                | 0.28283               | 6.38E-18   | 0.00                                  |
| 1980                          | 32.5              | 0.71717                | 0.28283               | 1.80E-18   | 0.00                                  |
| 1979                          | 33.5              | 0.71717                | 0.28283               | 5.10E-19   | 0.00                                  |
| 1978                          | 34.5              | 0.71717                | 0.28283               | 1.44E-19   | 0.00                                  |
| 1977                          | 35.5              | 0.71717                | 0.28283               | 4.08E-20   | 0.00                                  |
| 1976                          | 36.5              | 0.71717                | 0.28283               | 1.15E-20   | 0.00                                  |
| 1975                          | 37.5              | 0.71717                | 0.28283               | 3.28E-21   | 0.00                                  |
| 1974                          | 38.5              | 0.71717                | 0.28283               | 8.23E-22   | 0.00                                  |
| 1973                          | 39.5              | 0.71717                | 0.28283               | 2.81E-22   | 0.00                                  |
| 1972                          | 40.5              | 0.71717                | 0.28283               | 7.39E-23   | 0.00                                  |
| 1971                          | 41.5              | 0.71717                | 0.28283               | 2.09E-23   | 0.00                                  |
| 1970                          | 42.5              | 0.71717                | 0.28283               | 5.91E-24   | 0.00                                  |
| 1969                          | 43.5              | 0.71717                | 0.28283               | 1.67E-24   | 0.00                                  |
| 1968                          | 44.5              | 0.71717                | 0.28283               | 4.73E-25   | 0.00                                  |
| 1967                          | 45.5              | 0.71717                | 0.28283               | 1.34E-25   | 0.00                                  |
| 1966                          | 46.5              | 0.71717                | 0.28283               | 3.78E-26   | 0.00                                  |
| 1965                          | 47.5              | 0.71717                | 0.28283               | 1.07E-26   | 0.00                                  |
| 1964                          | 48.5              | 0.71717                | 0.28283               | 3.02E-27   | 0.00                                  |
| 1963                          | 49.5              | 0.71717                | 0.28283               | 8.55E-28   | 0.00                                  |
| 1962                          | 50.5              | 0.71717                | 0.28283               | 2.42E-28   | 0.00                                  |
| 1961                          | 51.5              | 0.71717                | 0.28283               | 6.84E-29   | 0.00                                  |
| 1960                          | 52.5              | 0.71717                | 0.28283               | 1.94E-29   | 0.00                                  |
| 1959                          | 53.5              | 0.71717                | 0.28283               | 5.47E-30   | 0.00                                  |
| 1958                          | 54.5              | 0.71717                | 0.28283               | 1.55E-30   | 0.00                                  |
| 1957                          | 55.5              | 0.71717                | 0.28283               | 4.38E-31   | 0.00                                  |
| 1956                          | 56.5              | 0.71717                | 0.28283               | 1.24E-31   | 0.00                                  |
| 1955                          | 57.5              | 0.71717                | 0.28283               | 3.50E-32   | 0.00                                  |
| 1954                          | 58.5              | 0.71717                | 0.28283               | 9.91E-33   | 0.00                                  |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values



# Big Rivers Electric Corporation 2012 Depreciation Rate Study - Interim Retirement Rate Analysis



Production CT - Structures Account: 341  
 Date of Retirement (Mid Year): 2031  
 Interim Retirement Rate: 0.00071  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 19.3  
 Remaining Life (F/E + .5) = 19.4

| Development of Interim Retirement Rate |            |             |               |                      |                         |
|--|------------|-------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions  | Retirements | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B          | C           | D             | E                    | F = C / E               |
| 1953                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1966                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1967                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1968                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1969                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1970                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1971                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1972                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1973                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1974                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1975                                   | 0          | 0           | 0             | \$ -                 | 0.00000                 |
| 1976                                   | 108,617    | 0           | 0             | \$ 108,617           | 0.00000                 |
| 1977                                   | 0          | 0           | 0             | \$ 108,617           | 0.00000                 |
| 1978                                   | 0          | 0           | 0             | \$ 108,617           | 0.00000                 |
| 1979                                   | 17,703     | 0           | 0             | \$ 126,320           | 0.00000                 |
| 1980                                   | 0          | 0           | 0             | \$ 126,320           | 0.00000                 |
| 1981                                   | 0          | 0           | 0             | \$ 126,320           | 0.00000                 |
| 1982                                   | 0          | 0           | 0             | \$ 126,320           | 0.00000                 |
| 1983                                   | 0          | 210         | 0             | \$ 126,110           | 0.00186                 |
| 1984                                   | 0          | 0           | 0             | \$ 126,110           | 0.00000                 |
| 1985                                   | 0          | 0           | 0             | \$ 126,110           | 0.00000                 |
| 1986                                   | 0          | 525         | 0             | \$ 125,585           | 0.00418                 |
| 1987                                   | 0          | 272         | 0             | \$ 125,313           | 0.00217                 |
| 1988                                   | 0          | 0           | 0             | \$ 125,313           | 0.00000                 |
| 1989                                   | 0          | 0           | 0             | \$ 125,313           | 0.00000                 |
| 1990                                   | 0          | 0           | 0             | \$ 125,313           | 0.00000                 |
| 1991                                   | 0          | 0           | 0             | \$ 125,313           | 0.00000                 |
| 1992                                   | 0          | 0           | 0             | \$ 125,313           | 0.00000                 |
| 1993                                   | 0          | 0           | 0             | \$ 125,313           | 0.00000                 |
| 1994                                   | 0          | 1,080       | 0             | \$ 124,233           | 0.00870                 |
| 1995                                   | 0          | 0           | 0             | \$ 124,233           | 0.00000                 |
| 1996                                   | 0          | 0           | 0             | \$ 124,233           | 0.00000                 |
| 1997                                   | 0          | 0           | 0             | \$ 124,233           | 0.00000                 |
| 1998                                   | 0          | 0           | 0             | \$ 124,233           | 0.00000                 |
| 1999                                   | 0          | 0           | 0             | \$ 124,233           | 0.00000                 |
| 2000                                   | 0          | 0           | 0             | \$ 124,233           | 0.00000                 |
| 2001                                   | 27,913     | 1,378       | 0             | \$ 150,768           | 0.00814                 |
| 2002                                   | 0          | 0           | 0             | \$ 150,768           | 0.00000                 |
| 2003                                   | 0          | 18          | 0             | \$ 150,750           | 0.00012                 |
| 2004                                   | 0          | 0           | 0             | \$ 150,750           | 0.00000                 |
| 2005                                   | 0          | 0           | 0             | \$ 150,750           | 0.00000                 |
| 2006                                   | 0          | 0           | 0             | \$ 150,750           | 0.00000                 |
| 2007                                   | 0          | 0           | 0             | \$ 150,750           | 0.00000                 |
| 2008                                   | 0          | 0           | 0             | \$ 150,750           | 0.00000                 |
| 2009                                   | 0          | 0           | 0             | \$ 150,750           | 0.00000                 |
| 2010                                   | 0          | 0           | 0             | \$ 150,750           | 0.00000                 |
| 2011                                   | 0          | 0           | 0             | \$ 150,750           | 0.00000                 |
| TOTAL                                  | \$ 154,233 | \$ 3,483    | \$ -          | \$ 4,890,907         | 0.00071                 |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.00071                | 0.99929               | 0.99964    | 18.85856                              |
| 2011                          | 1.5               | 0.00071                | 0.99929               | 0.99893    | 18.84513                              |
| 2010                          | 2.5               | 0.00071                | 0.99929               | 0.99822    | 18.83171                              |
| 2009                          | 3.5               | 0.00071                | 0.99929               | 0.99751    | 18.81830                              |
| 2008                          | 4.5               | 0.00071                | 0.99929               | 0.99680    | 18.80490                              |
| 2007                          | 5.5               | 0.00071                | 0.99929               | 0.99609    | 18.79151                              |
| 2006                          | 6.5               | 0.00071                | 0.99929               | 0.99538    | 18.77812                              |
| 2005                          | 7.5               | 0.00071                | 0.99929               | 0.99467    | 18.76475                              |
| 2004                          | 8.5               | 0.00071                | 0.99929               | 0.99396    | 18.75139                              |
| 2003                          | 9.5               | 0.00071                | 0.99929               | 0.99326    | 18.73804                              |
| 2002                          | 10.5              | 0.00071                | 0.99929               | 0.99255    | 18.72469                              |
| 2001                          | 11.5              | 0.00071                | 0.99929               | 0.99184    | 18.71138                              |
| 2000                          | 12.5              | 0.00071                | 0.99929               | 0.99113    | 18.69803                              |
| 1999                          | 13.5              | 0.00071                | 0.99929               | 0.99043    | 18.68472                              |
| 1998                          | 14.5              | 0.00071                | 0.99929               | 0.98972    | 18.67141                              |
| 1997                          | 15.5              | 0.00071                | 0.99929               | 0.98902    | 18.65812                              |
| 1996                          | 16.5              | 0.00071                | 0.99929               | 0.98831    | 18.64483                              |
| 1995                          | 17.5              | 0.00071                | 0.99929               | 0.98761    | 18.63155                              |
| 1994                          | 18.5              | 0.00071                | 0.99929               | 0.98691    | 18.61828                              |
| 1993                          | 19.5              | 0.00071                | 0.99929               | 0.98620    | 18.60503                              |
| 1992                          | 20.5              | 0.00071                | 0.99929               | 0.98550    | 18.59178                              |
| 1991                          | 21.5              | 0.00071                | 0.99929               | 0.98480    | 18.57854                              |
| 1990                          | 22.5              | 0.00071                | 0.99929               | 0.98410    | 18.56531                              |
| 1989                          | 23.5              | 0.00071                | 0.99929               | 0.98340    | 18.55209                              |
| 1988                          | 24.5              | 0.00071                | 0.99929               | 0.98270    | 18.53888                              |
| 1987                          | 25.5              | 0.00071                | 0.99929               | 0.98200    | 18.52567                              |
| 1986                          | 26.5              | 0.00071                | 0.99929               | 0.98130    | 18.51248                              |
| 1985                          | 27.5              | 0.00071                | 0.99929               | 0.98060    | 18.49930                              |
| 1984                          | 28.5              | 0.00071                | 0.99929               | 0.97990    | 18.48612                              |
| 1983                          | 29.5              | 0.00071                | 0.99929               | 0.97920    | 18.47296                              |
| 1982                          | 30.5              | 0.00071                | 0.99929               | 0.97851    | 18.45981                              |
| 1981                          | 31.5              | 0.00071                | 0.99929               | 0.97781    | 18.44666                              |
| 1980                          | 32.5              | 0.00071                | 0.99929               | 0.97711    | 18.43352                              |
| 1979                          | 33.5              | 0.00071                | 0.99929               | 0.97642    | 18.42040                              |
| 1978                          | 34.5              | 0.00071                | 0.99929               | 0.97572    | 18.40728                              |
| 1977                          | 35.5              | 0.00071                | 0.99929               | 0.97503    | 18.39417                              |
| 1976                          | 36.5              | 0.00071                | 0.99929               | 0.97433    | 18.38107                              |
| 1975                          | 37.5              | 0.00071                | 0.99929               | 0.97364    | 18.36798                              |
| 1974                          | 38.5              | 0.00071                | 0.99929               | 0.97295    | 18.35490                              |
| 1973                          | 39.5              | 0.00071                | 0.99929               | 0.97225    | 18.34183                              |
| 1972                          | 40.5              | 0.00071                | 0.99929               | 0.97156    | 18.32877                              |
| 1971                          | 41.5              | 0.00071                | 0.99929               | 0.97087    | 17.31570                              |
| 1970                          | 42.5              | 0.00071                | 0.99929               | 0.97018    | 16.30272                              |
| 1969                          | 43.5              | 0.00071                | 0.99929               | 0.96949    | 15.28974                              |
| 1968                          | 44.5              | 0.00071                | 0.99929               | 0.96880    | 14.27676                              |
| 1967                          | 45.5              | 0.00071                | 0.99929               | 0.96811    | 13.26378                              |
| 1966                          | 46.5              | 0.00071                | 0.99929               | 0.96742    | 12.25080                              |
| 1965                          | 47.5              | 0.00071                | 0.99929               | 0.96673    | 11.23782                              |
| 1964                          | 48.5              | 0.00071                | 0.99929               | 0.96604    | 10.22484                              |
| 1963                          | 49.5              | 0.00071                | 0.99929               | 0.96535    | 9.21186                               |
| 1962                          | 50.5              | 0.00071                | 0.99929               | 0.96466    | 8.19888                               |
| 1961                          | 51.5              | 0.00071                | 0.99929               | 0.96397    | 7.18590                               |
| 1960                          | 52.5              | 0.00071                | 0.99929               | 0.96328    | 6.17292                               |
| 1959                          | 53.5              | 0.00071                | 0.99929               | 0.96259    | 5.15994                               |
| 1958                          | 54.5              | 0.00071                | 0.99929               | 0.96190    | 4.14696                               |
| 1957                          | 55.5              | 0.00071                | 0.99929               | 0.96121    | 3.13398                               |
| 1956                          | 56.5              | 0.00071                | 0.99929               | 0.96052    | 2.12100                               |
| 1955                          | 57.5              | 0.00071                | 0.99929               | 0.95983    | 1.10802                               |
| 1954                          | 58.5              | 0.00071                | 0.99929               | 0.95914    | 0.09504                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation**  
**2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Production CT - Fuel Holders & Access. Account: 342

Date of Retirement (Mid Year): 2031  
 Interim Retirement Rate: 0.00187  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 19.3  
 Remaining Life (F/E + .5) = 19.2

| Development of Interim Retirement Rate |                     |                  |                  |                      |                         |
|--|---------------------|------------------|------------------|----------------------|-------------------------|
| Activity Year                          | Additions           | Retirements      | Removal Costs    | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                   | C                | D                | E                    | F = C / E               |
| 1953                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1954                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1955                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1956                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1957                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1958                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1959                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1960                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1961                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1962                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1963                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1964                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1965                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1966                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1967                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1968                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1969                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1970                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1971                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1972                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1973                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1974                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1975                                   | 0                   | 0                | 0                | \$ -                 | 0.00000                 |
| 1976                                   | 399,772             | 0                | 2,192            | \$ 401,963           | 0.00000                 |
| 1977                                   | 0                   | 0                | 0                | \$ 401,963           | 0.00000                 |
| 1978                                   | 30,299              | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1979                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1980                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1981                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1982                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1983                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1984                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1985                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1986                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1987                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1988                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1989                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1990                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1991                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1992                                   | 0                   | 0                | 0                | \$ 432,262           | 0.00000                 |
| 1993                                   | 8,958               | 1,626            | 0                | \$ 439,594           | 0.00370                 |
| 1994                                   | 0                   | 0                | 0                | \$ 439,594           | 0.00000                 |
| 1995                                   | 0                   | 0                | 0                | \$ 439,594           | 0.00000                 |
| 1996                                   | 0                   | 0                | 0                | \$ 439,594           | 0.00000                 |
| 1997                                   | 0                   | 0                | 0                | \$ 439,594           | 0.00000                 |
| 1998                                   | 0                   | 0                | 0                | \$ 439,594           | 0.00000                 |
| 1999                                   | 0                   | 0                | 0                | \$ 439,594           | 0.00000                 |
| 2000                                   | 0                   | 0                | 0                | \$ 439,594           | 0.00000                 |
| 2001                                   | 19,473              | 0                | 0                | \$ 459,067           | 0.00000                 |
| 2002                                   | 978,410             | 0                | 0                | \$ 1,437,477         | 0.00000                 |
| 2003                                   | 0                   | 0                | 0                | \$ 1,437,477         | 0.00000                 |
| 2004                                   | 0                   | 0                | 0                | \$ 1,437,477         | 0.00000                 |
| 2005                                   | 0                   | 0                | 0                | \$ 1,437,477         | 0.00000                 |
| 2006                                   | 0                   | 0                | 0                | \$ 1,437,477         | 0.00000                 |
| 2007                                   | 0                   | 0                | 0                | \$ 1,437,477         | 0.00000                 |
| 2008                                   | 0                   | 0                | 0                | \$ 1,437,477         | 0.00000                 |
| 2009                                   | 0                   | 0                | 0                | \$ 1,437,477         | 0.00000                 |
| 2010                                   | 0                   | 0                | 0                | \$ 1,437,477         | 0.00000                 |
| 2011                                   | 49,200              | 43,725           | 20,000           | \$ 1,462,953         | 0.02989                 |
| <b>TOTAL</b>                           | <b>\$ 1,488,112</b> | <b>\$ 45,351</b> | <b>\$ 22,192</b> | <b>\$ 27,126,880</b> | <b>0.00187</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.00187                | 0.99833               | 0.99916    | 18.66990                              |
| 2011                          | 1.5               | 0.00187                | 0.99833               | 0.99749    | 18.63889                              |
| 2010                          | 2.5               | 0.00187                | 0.99833               | 0.99583    | 18.60753                              |
| 2009                          | 3.5               | 0.00187                | 0.99833               | 0.99416    | 18.57642                              |
| 2008                          | 4.5               | 0.00187                | 0.99833               | 0.99250    | 18.54537                              |
| 2007                          | 5.5               | 0.00187                | 0.99833               | 0.99084    | 18.51436                              |
| 2006                          | 6.5               | 0.00187                | 0.99833               | 0.98918    | 18.48341                              |
| 2005                          | 7.5               | 0.00187                | 0.99833               | 0.98753    | 18.45251                              |
| 2004                          | 8.5               | 0.00187                | 0.99833               | 0.98588    | 18.42166                              |
| 2003                          | 9.5               | 0.00187                | 0.99833               | 0.98423    | 18.39087                              |
| 2002                          | 10.5              | 0.00187                | 0.99833               | 0.98259    | 18.36012                              |
| 2001                          | 11.5              | 0.00187                | 0.99833               | 0.98094    | 18.32943                              |
| 2000                          | 12.5              | 0.00187                | 0.99833               | 0.97930    | 18.29878                              |
| 1999                          | 13.5              | 0.00187                | 0.99833               | 0.97767    | 18.26819                              |
| 1998                          | 14.5              | 0.00187                | 0.99833               | 0.97603    | 18.23765                              |
| 1997                          | 15.5              | 0.00187                | 0.99833               | 0.97440    | 18.20716                              |
| 1996                          | 16.5              | 0.00187                | 0.99833               | 0.97277    | 18.17672                              |
| 1995                          | 17.5              | 0.00187                | 0.99833               | 0.97114    | 18.14633                              |
| 1994                          | 18.5              | 0.00187                | 0.99833               | 0.96952    | 18.11600                              |
| 1993                          | 19.5              | 0.00187                | 0.99833               | 0.96790    | 18.08571                              |
| 1992                          | 20.5              | 0.00187                | 0.99833               | 0.96628    | 18.05548                              |
| 1991                          | 21.5              | 0.00187                | 0.99833               | 0.96467    | 18.02529                              |
| 1990                          | 22.5              | 0.00187                | 0.99833               | 0.96305    | 17.99516                              |
| 1989                          | 23.5              | 0.00187                | 0.99833               | 0.96144    | 17.96507                              |
| 1988                          | 24.5              | 0.00187                | 0.99833               | 0.95984    | 17.93504                              |
| 1987                          | 25.5              | 0.00187                | 0.99833               | 0.95823    | 17.90505                              |
| 1986                          | 26.5              | 0.00187                | 0.99833               | 0.95663    | 17.87512                              |
| 1985                          | 27.5              | 0.00187                | 0.99833               | 0.95503    | 17.84524                              |
| 1984                          | 28.5              | 0.00187                | 0.99833               | 0.95343    | 17.81540                              |
| 1983                          | 29.5              | 0.00187                | 0.99833               | 0.95184    | 17.78562                              |
| 1982                          | 30.5              | 0.00187                | 0.99833               | 0.95025    | 17.75589                              |
| 1981                          | 31.5              | 0.00187                | 0.99833               | 0.94866    | 17.72620                              |
| 1980                          | 32.5              | 0.00187                | 0.99833               | 0.94707    | 17.69657                              |
| 1979                          | 33.5              | 0.00187                | 0.99833               | 0.94549    | 17.66698                              |
| 1978                          | 34.5              | 0.00187                | 0.99833               | 0.94391    | 17.63745                              |
| 1977                          | 35.5              | 0.00187                | 0.99833               | 0.94233    | 17.60796                              |
| 1976                          | 36.5              | 0.00187                | 0.99833               | 0.94076    | 17.57852                              |
| 1975                          | 37.5              | 0.00187                | 0.99833               | 0.93918    | 17.54914                              |
| 1974                          | 38.5              | 0.00187                | 0.99833               | 0.93761    | 17.51980                              |
| 1973                          | 39.5              | 0.00187                | 0.99833               | 0.93605    | 17.49051                              |
| 1972                          | 40.5              | 0.00187                | 0.99833               | 0.93448    | 17.46127                              |
| 1971                          | 41.5              | 0.00187                | 0.99833               | 0.93292    | 17.43205                              |
| 1970                          | 42.5              | 0.00187                | 0.99833               | 0.93136    | 17.40286                              |
| 1969                          | 43.5              | 0.00187                | 0.99833               | 0.92980    | 17.37369                              |
| 1968                          | 44.5              | 0.00187                | 0.99833               | 0.92825    | 17.34454                              |
| 1967                          | 45.5              | 0.00187                | 0.99833               | 0.92670    | 17.31541                              |
| 1966                          | 46.5              | 0.00187                | 0.99833               | 0.92515    | 17.28629                              |
| 1965                          | 47.5              | 0.00187                | 0.99833               | 0.92360    | 17.25719                              |
| 1964                          | 48.5              | 0.00187                | 0.99833               | 0.92205    | 17.22811                              |
| 1963                          | 49.5              | 0.00187                | 0.99833               | 0.92051    | 17.19903                              |
| 1962                          | 50.5              | 0.00187                | 0.99833               | 0.91898    | 17.17000                              |
| 1961                          | 51.5              | 0.00187                | 0.99833               | 0.91744    | 17.14100                              |
| 1960                          | 52.5              | 0.00187                | 0.99833               | 0.91591    | 17.11200                              |
| 1959                          | 53.5              | 0.00187                | 0.99833               | 0.91437    | 17.08300                              |
| 1958                          | 54.5              | 0.00187                | 0.99833               | 0.91285    | 17.05400                              |
| 1957                          | 55.5              | 0.00187                | 0.99833               | 0.91132    | 17.02500                              |
| 1956                          | 56.5              | 0.00187                | 0.99833               | 0.90980    | 17.00000                              |
| 1955                          | 57.5              | 0.00187                | 0.99833               | 0.90827    | 17.00000                              |
| 1954                          | 58.5              | 0.00187                | 0.99833               | 0.90676    | 17.00000                              |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation**  
**2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Production CT - Prime Movers Account: 343  
 Date of Retirement (Mid Year): 2031  
 Interim Retirement Rate: 0.00077  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 19.3  
 Remaining Life (F/E + .5) = 19.4

| Development of Interim Retirement Rate |                     |                   |                  |                       |                         |
|--|---------------------|-------------------|------------------|-----------------------|-------------------------|
| Activity Year                          | Additions           | Retirements       | Removal Costs    | Yr-End Plant Balance  | Interim Retirement Rate |
| A                                      | B                   | C                 | D                | E                     | F = C / E               |
| 1953                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1954                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1955                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1956                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1957                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1958                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1959                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1960                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1961                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1962                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1963                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1964                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1965                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1966                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1967                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1968                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1969                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1970                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1971                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1972                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1973                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1974                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1975                                   | 0                   | 0                 | 0                | \$ -                  | 0.00000                 |
| 1976                                   | 3,778,442           | 0                 | 45,438           | \$ 3,823,879          | 0.00000                 |
| 1977                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1978                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1979                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1980                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1981                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1982                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1983                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1984                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1985                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1986                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1987                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1988                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1989                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1990                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1991                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1992                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1993                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1994                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1995                                   | 0                   | 0                 | 0                | \$ 3,823,879          | 0.00000                 |
| 1996                                   | 287,722             | 118,571           | 0                | \$ 3,993,030          | 0.02989                 |
| 1997                                   | 0                   | 0                 | 0                | \$ 3,993,030          | 0.00000                 |
| 1998                                   | 0                   | 0                 | 0                | \$ 3,993,030          | 0.00000                 |
| 1999                                   | 0                   | 0                 | 0                | \$ 3,993,030          | 0.00000                 |
| 2000                                   | 0                   | 0                 | 0                | \$ 3,993,030          | 0.00000                 |
| 2001                                   | 0                   | 0                 | 0                | \$ 3,993,030          | 0.00000                 |
| 2002                                   | 816,466             | 0                 | 0                | \$ 4,809,496          | 0.00000                 |
| 2003                                   | 18,577              | 0                 | 0                | \$ 4,828,073          | 0.00000                 |
| 2004                                   | 0                   | 0                 | 0                | \$ 4,828,073          | 0.00000                 |
| 2005                                   | 0                   | 0                 | 0                | \$ 4,828,073          | 0.00000                 |
| 2006                                   | 0                   | 0                 | 0                | \$ 4,828,073          | 0.00000                 |
| 2007                                   | 0                   | 0                 | 0                | \$ 4,828,073          | 0.00000                 |
| 2008                                   | 14,679              | 0                 | 0                | \$ 4,842,752          | 0.00000                 |
| 2009                                   | 0                   | 0                 | 0                | \$ 4,842,752          | 0.00000                 |
| 2010                                   | 0                   | 0                 | 0                | \$ 4,842,752          | 0.00000                 |
| 2011                                   | 0                   | 0                 | 0                | \$ 4,842,752          | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 4,918,886</b> | <b>\$ 118,571</b> | <b>\$ 45,438</b> | <b>\$ 153,599,389</b> | <b>0.00077</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.00077                | 0.99923               | 0.99961    | 18.84673                              |
| 2011                          | 1.5               | 0.00077                | 0.99923               | 0.99884    | 18.83218                              |
| 2010                          | 2.5               | 0.00077                | 0.99923               | 0.99807    | 18.81764                              |
| 2009                          | 3.5               | 0.00077                | 0.99923               | 0.99730    | 18.80312                              |
| 2008                          | 4.5               | 0.00077                | 0.99923               | 0.99653    | 18.78860                              |
| 2007                          | 5.5               | 0.00077                | 0.99923               | 0.99576    | 18.77410                              |
| 2006                          | 6.5               | 0.00077                | 0.99923               | 0.99499    | 18.75960                              |
| 2005                          | 7.5               | 0.00077                | 0.99923               | 0.99422    | 18.74512                              |
| 2004                          | 8.5               | 0.00077                | 0.99923               | 0.99346    | 18.73065                              |
| 2003                          | 9.5               | 0.00077                | 0.99923               | 0.99269    | 18.71619                              |
| 2002                          | 10.5              | 0.00077                | 0.99923               | 0.99192    | 18.70175                              |
| 2001                          | 11.5              | 0.00077                | 0.99923               | 0.99116    | 18.68731                              |
| 2000                          | 12.5              | 0.00077                | 0.99923               | 0.99039    | 18.67288                              |
| 1999                          | 13.5              | 0.00077                | 0.99923               | 0.98963    | 18.65847                              |
| 1998                          | 14.5              | 0.00077                | 0.99923               | 0.98888    | 18.64407                              |
| 1997                          | 15.5              | 0.00077                | 0.99923               | 0.98810    | 18.62967                              |
| 1996                          | 16.5              | 0.00077                | 0.99923               | 0.98734    | 18.61526                              |
| 1995                          | 17.5              | 0.00077                | 0.99923               | 0.98658    | 18.60082                              |
| 1994                          | 18.5              | 0.00077                | 0.99923               | 0.98582    | 18.58656                              |
| 1993                          | 19.5              | 0.00077                | 0.99923               | 0.98505    | 18.57221                              |
| 1992                          | 20.5              | 0.00077                | 0.99923               | 0.98429    | 18.55788                              |
| 1991                          | 21.5              | 0.00077                | 0.99923               | 0.98353    | 18.54355                              |
| 1990                          | 22.5              | 0.00077                | 0.99923               | 0.98277    | 18.52924                              |
| 1989                          | 23.5              | 0.00077                | 0.99923               | 0.98202    | 18.51493                              |
| 1988                          | 24.5              | 0.00077                | 0.99923               | 0.98126    | 18.50064                              |
| 1987                          | 25.5              | 0.00077                | 0.99923               | 0.98050    | 18.48636                              |
| 1986                          | 26.5              | 0.00077                | 0.99923               | 0.97974    | 18.47209                              |
| 1985                          | 27.5              | 0.00077                | 0.99923               | 0.97899    | 18.45783                              |
| 1984                          | 28.5              | 0.00077                | 0.99923               | 0.97823    | 18.44358                              |
| 1983                          | 29.5              | 0.00077                | 0.99923               | 0.97748    | 18.42934                              |
| 1982                          | 30.5              | 0.00077                | 0.99923               | 0.97672    | 18.41512                              |
| 1981                          | 31.5              | 0.00077                | 0.99923               | 0.97597    | 18.40090                              |
| 1980                          | 32.5              | 0.00077                | 0.99923               | 0.97521    | 18.38670                              |
| 1979                          | 33.5              | 0.00077                | 0.99923               | 0.97446    | 18.37250                              |
| 1978                          | 34.5              | 0.00077                | 0.99923               | 0.97371    | 18.35832                              |
| 1977                          | 35.5              | 0.00077                | 0.99923               | 0.97296    | 18.34415                              |
| 1976                          | 36.5              | 0.00077                | 0.99923               | 0.97221    | 18.32999                              |
| 1975                          | 37.5              | 0.00077                | 0.99923               | 0.97146    | 18.31584                              |
| 1974                          | 38.5              | 0.00077                | 0.99923               | 0.97071    | 18.30170                              |
| 1973                          | 39.5              | 0.00077                | 0.99923               | 0.96996    | 18.28757                              |
| 1972                          | 40.5              | 0.00077                | 0.99923               | 0.96921    | 18.27345                              |
| 1971                          | 41.5              | 0.00077                | 0.99923               | 0.96846    | 17.30499                              |
| 1970                          | 42.5              | 0.00077                | 0.99923               | 0.96771    | 18.33728                              |
| 1969                          | 43.5              | 0.00077                | 0.99923               | 0.96697    | 15.37032                              |
| 1968                          | 44.5              | 0.00077                | 0.99923               | 0.96622    | 14.40410                              |
| 1967                          | 45.5              | 0.00077                | 0.99923               | 0.96547    | 13.43862                              |
| 1966                          | 46.5              | 0.00077                | 0.99923               | 0.96473    | 12.47390                              |
| 1965                          | 47.5              | 0.00077                | 0.99923               | 0.96398    | 11.50991                              |
| 1964                          | 48.5              | 0.00077                | 0.99923               | 0.96324    | 10.54688                              |
| 1963                          | 49.5              | 0.00077                | 0.99923               | 0.96250    | 9.58418                               |
| 1962                          | 50.5              | 0.00077                | 0.99923               | 0.96175    | 8.62243                               |
| 1961                          | 51.5              | 0.00077                | 0.99923               | 0.96101    | 7.66142                               |
| 1960                          | 52.5              | 0.00077                | 0.99923               | 0.96027    | 6.70115                               |
| 1959                          | 53.5              | 0.00077                | 0.99923               | 0.95953    | 5.74162                               |
| 1958                          | 54.5              | 0.00077                | 0.99923               | 0.95879    | 4.78284                               |
| 1957                          | 55.5              | 0.00077                | 0.99923               | 0.95805    | 3.82479                               |
| 1956                          | 56.5              | 0.00077                | 0.99923               | 0.95731    | 2.86749                               |
| 1955                          | 57.5              | 0.00077                | 0.99923               | 0.95657    | 1.91092                               |
| 1954                          | 58.5              | 0.00077                | 0.99923               | 0.95583    | 0.95509                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation**  
**2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Production CT - Generators Account: 344  
 Date of Retirement (Mid Year): 2031  
 Interim Retirement Rate: 0.00000  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 19.3  
 Remaining Life (F/E + .5) = 19.5

| Development of Interim Retirement Rate |              |             |                           |                      |                         |
|--|--------------|-------------|---------------------------|----------------------|-------------------------|
| Activity Year                          | Additions    | Retirements | Adjustments and Transfers | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B            | C           | D                         | E                    | F = C / E               |
| 1953                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1954                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1955                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1956                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1957                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1958                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1959                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1960                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1961                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1962                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1963                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1964                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1965                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1966                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1967                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1968                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1969                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1970                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1971                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1972                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1973                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1974                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1975                                   | 0            | 0           | 0                         | \$ -                 | 0.00000                 |
| 1976                                   | 1,102,964    | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1977                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1978                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1979                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1980                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1981                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1982                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1983                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1984                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1985                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1986                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1987                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1988                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1989                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1990                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1991                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1992                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1993                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1994                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1995                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1996                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1997                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1998                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 1999                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2000                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2001                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2002                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2003                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2004                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2005                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2006                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2007                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2008                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2009                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2010                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| 2011                                   | 0            | 0           | 0                         | \$ 1,102,964         | 0.00000                 |
| <b>TOTAL</b>                           | \$ 1,102,964 | \$ -        | \$ -                      | \$ 40,808,856        | 0.00000                 |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant (1) |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2011                          | 1.5               | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2010                          | 2.5               | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2009                          | 3.5               | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2008                          | 4.5               | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2007                          | 5.5               | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2006                          | 6.5               | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2005                          | 7.5               | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2004                          | 8.5               | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2003                          | 9.5               | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2002                          | 10.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2001                          | 11.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 2000                          | 12.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1999                          | 13.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1998                          | 14.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1997                          | 15.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1996                          | 16.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1995                          | 17.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1994                          | 18.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1993                          | 19.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1992                          | 20.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1991                          | 21.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1990                          | 22.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1989                          | 23.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1988                          | 24.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1987                          | 25.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1986                          | 26.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1985                          | 27.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1984                          | 28.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1983                          | 29.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1982                          | 30.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1981                          | 31.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1980                          | 32.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1979                          | 33.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1978                          | 34.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1977                          | 35.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1976                          | 36.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1975                          | 37.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1974                          | 38.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1973                          | 39.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1972                          | 40.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1971                          | 41.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1970                          | 42.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1969                          | 43.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1968                          | 44.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1967                          | 45.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1966                          | 46.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1965                          | 47.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1964                          | 48.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1963                          | 49.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1962                          | 50.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1961                          | 51.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1960                          | 52.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1959                          | 53.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1958                          | 54.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1957                          | 55.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1956                          | 56.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1955                          | 57.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1954                          | 58.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |

(1) Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation  
2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Production CT - Access. Elec. Eqpt. Account: 345  
 Date of Retirement (Mid Year): 2031  
 Interim Retirement Rate: 0.00318  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 19.3  
 Remaining Life (F/E + .5) = 18.9

| Development of Interim Retirement Rate |                   |                  |                 |                      |                         |
|--|-------------------|------------------|-----------------|----------------------|-------------------------|
| Activity Year                          | Additions         | Retirements      | Removal Costs   | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                 | C                | D               | E                    | F = C / E               |
| 1953                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1954                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1955                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1956                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1957                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1958                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1959                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1960                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1961                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1962                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1963                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1964                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1965                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1966                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1967                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1968                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1969                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1970                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1971                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1972                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1973                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1974                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1975                                   | 0                 | 0                | 0               | \$ -                 | 0.00000                 |
| 1976                                   | 190,437           | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1977                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1978                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1979                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1980                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1981                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1982                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1983                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1984                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1985                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1986                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1987                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1988                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1989                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1990                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1991                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1992                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1993                                   | 0                 | 0                | 0               | \$ 190,437           | 0.00000                 |
| 1994                                   | 0                 | 542              | 0               | \$ 189,894           | 0.00288                 |
| 1995                                   | 0                 | 0                | 0               | \$ 189,894           | 0.00000                 |
| 1996                                   | 0                 | 0                | 0               | \$ 189,894           | 0.00000                 |
| 1997                                   | 0                 | 0                | 0               | \$ 189,894           | 0.00000                 |
| 1998                                   | 0                 | 0                | 0               | \$ 189,894           | 0.00000                 |
| 1999                                   | 0                 | 0                | 0               | \$ 189,894           | 0.00000                 |
| 2000                                   | 0                 | 0                | 0               | \$ 189,894           | 0.00000                 |
| 2001                                   | 0                 | 1,274            | 0               | \$ 188,621           | 0.00675                 |
| 2002                                   | 0                 | 0                | 0               | \$ 188,621           | 0.00000                 |
| 2003                                   | 16,445            | 0                | 0               | \$ 205,066           | 0.00000                 |
| 2004                                   | 0                 | 0                | 0               | \$ 205,066           | 0.00000                 |
| 2005                                   | 58,789            | 6,020            | 0               | \$ 257,835           | 0.02335                 |
| 2006                                   | 0                 | 0                | 0               | \$ 257,835           | 0.00000                 |
| 2007                                   | 52,055            | 0                | 0               | \$ 309,890           | 0.00000                 |
| 2008                                   | 0                 | 0                | 0               | \$ 309,890           | 0.00000                 |
| 2009                                   | 0                 | 0                | 0               | \$ 309,890           | 0.00000                 |
| 2010                                   | 82,832            | 16,838           | 4,700           | \$ 380,383           | 0.04427                 |
| 2011                                   | 15,754            | 0                | 0               | \$ 396,138           | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 416,112</b> | <b>\$ 24,875</b> | <b>\$ 4,700</b> | <b>\$ 7,786,354</b>  | <b>0.00318</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.00318                | 0.99682               | 0.99841    | 18.37846                              |
| 2011                          | 1.5               | 0.00318                | 0.99682               | 0.99524    | 18.32007                              |
| 2010                          | 2.5               | 0.00318                | 0.99682               | 0.99208    | 18.26187                              |
| 2009                          | 3.5               | 0.00318                | 0.99682               | 0.98893    | 18.20365                              |
| 2008                          | 4.5               | 0.00318                | 0.99682               | 0.98578    | 18.14601                              |
| 2007                          | 5.5               | 0.00318                | 0.99682               | 0.98265    | 18.08836                              |
| 2006                          | 6.5               | 0.00318                | 0.99682               | 0.97953    | 18.03089                              |
| 2005                          | 7.5               | 0.00318                | 0.99682               | 0.97642    | 17.97360                              |
| 2004                          | 8.5               | 0.00318                | 0.99682               | 0.97332    | 17.91650                              |
| 2003                          | 9.5               | 0.00318                | 0.99682               | 0.97022    | 17.85958                              |
| 2002                          | 10.5              | 0.00318                | 0.99682               | 0.96714    | 17.80284                              |
| 2001                          | 11.5              | 0.00318                | 0.99682               | 0.96407    | 17.74627                              |
| 2000                          | 12.5              | 0.00318                | 0.99682               | 0.96101    | 17.68989                              |
| 1999                          | 13.5              | 0.00318                | 0.99682               | 0.95795    | 17.63369                              |
| 1998                          | 14.5              | 0.00318                | 0.99682               | 0.95491    | 17.57766                              |
| 1997                          | 15.5              | 0.00318                | 0.99682               | 0.95187    | 17.52182                              |
| 1996                          | 16.5              | 0.00318                | 0.99682               | 0.94885    | 17.46615                              |
| 1995                          | 17.5              | 0.00318                | 0.99682               | 0.94584    | 17.41066                              |
| 1994                          | 18.5              | 0.00318                | 0.99682               | 0.94283    | 17.35534                              |
| 1993                          | 19.5              | 0.00318                | 0.99682               | 0.93983    | 17.30020                              |
| 1992                          | 20.5              | 0.00318                | 0.99682               | 0.93685    | 17.24524                              |
| 1991                          | 21.5              | 0.00318                | 0.99682               | 0.93387    | 17.19045                              |
| 1990                          | 22.5              | 0.00318                | 0.99682               | 0.93091    | 17.13583                              |
| 1989                          | 23.5              | 0.00318                | 0.99682               | 0.92795    | 17.08139                              |
| 1988                          | 24.5              | 0.00318                | 0.99682               | 0.92500    | 17.02712                              |
| 1987                          | 25.5              | 0.00318                | 0.99682               | 0.92206    | 16.97302                              |
| 1986                          | 26.5              | 0.00318                | 0.99682               | 0.91913    | 16.91910                              |
| 1985                          | 27.5              | 0.00318                | 0.99682               | 0.91621    | 16.86534                              |
| 1984                          | 28.5              | 0.00318                | 0.99682               | 0.91330    | 16.81176                              |
| 1983                          | 29.5              | 0.00318                | 0.99682               | 0.91040    | 16.75835                              |
| 1982                          | 30.5              | 0.00318                | 0.99682               | 0.90751    | 16.70511                              |
| 1981                          | 31.5              | 0.00318                | 0.99682               | 0.90462    | 16.65203                              |
| 1980                          | 32.5              | 0.00318                | 0.99682               | 0.90175    | 16.59913                              |
| 1979                          | 33.5              | 0.00318                | 0.99682               | 0.89888    | 16.54639                              |
| 1978                          | 34.5              | 0.00318                | 0.99682               | 0.89603    | 16.49382                              |
| 1977                          | 35.5              | 0.00318                | 0.99682               | 0.89318    | 16.44142                              |
| 1976                          | 36.5              | 0.00318                | 0.99682               | 0.89034    | 16.38918                              |
| 1975                          | 37.5              | 0.00318                | 0.99682               | 0.88751    | 16.33711                              |
| 1974                          | 38.5              | 0.00318                | 0.99682               | 0.88470    | 16.28521                              |
| 1973                          | 39.5              | 0.00318                | 0.99682               | 0.88188    | 16.23347                              |
| 1972                          | 40.5              | 0.00318                | 0.99682               | 0.87908    | 16.18189                              |
| 1971                          | 41.5              | 0.00318                | 0.99682               | 0.87629    | 16.13050                              |
| 1970                          | 42.5              | 0.00318                | 0.99682               | 0.87351    | 16.07927                              |
| 1969                          | 43.5              | 0.00318                | 0.99682               | 0.87073    | 16.02819                              |
| 1968                          | 44.5              | 0.00318                | 0.99682               | 0.86796    | 15.97726                              |
| 1967                          | 45.5              | 0.00318                | 0.99682               | 0.86521    | 15.92649                              |
| 1966                          | 46.5              | 0.00318                | 0.99682               | 0.86246    | 15.87587                              |
| 1965                          | 47.5              | 0.00318                | 0.99682               | 0.85972    | 15.82540                              |
| 1964                          | 48.5              | 0.00318                | 0.99682               | 0.85699    | 15.77507                              |
| 1963                          | 49.5              | 0.00318                | 0.99682               | 0.85428    | 15.72489                              |
| 1962                          | 50.5              | 0.00318                | 0.99682               | 0.85155    | 15.67485                              |
| 1961                          | 51.5              | 0.00318                | 0.99682               | 0.84884    | 15.62495                              |
| 1960                          | 52.5              | 0.00318                | 0.99682               | 0.84615    | 15.57518                              |
| 1959                          | 53.5              | 0.00318                | 0.99682               | 0.84348    | 15.52554                              |
| 1958                          | 54.5              | 0.00318                | 0.99682               | 0.84083    | 15.47601                              |
| 1957                          | 55.5              | 0.00318                | 0.99682               | 0.83811    | 15.42660                              |
| 1956                          | 56.5              | 0.00318                | 0.99682               | 0.83544    | 15.37730                              |
| 1955                          | 57.5              | 0.00318                | 0.99682               | 0.83279    | 15.32811                              |
| 1954                          | 58.5              | 0.00318                | 0.99682               | 0.83014    | 15.27902                              |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - 5) values

**Big Rivers Electric Corporation**  
**2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Transmission Structures Account: 352  
 Date of Retirement (Mid Year): 2038  
 Interim Retirement Rate: 0.00088  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 23.8  
 Remaining Life (F/E + .5) = 23.3

| Development of Interim Retirement Rate |              |             |               |                      |                         |
|--|--------------|-------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions    | Retirements | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B            | C           | D             | E                    | F = C / E               |
| 1953                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 20,160       | 0           | 27            | \$ 20,187            | 0.00000                 |
| 1966                                   | 40,763       | 0           | 27            | \$ 60,977            | 0.00000                 |
| 1967                                   | 0            | 0           | 121           | \$ 61,098            | 0.00000                 |
| 1968                                   | 43,813       | 0           | 18            | \$ 104,727           | 0.00000                 |
| 1969                                   | 259,815      | 0           | 1,139         | \$ 365,482           | 0.00000                 |
| 1970                                   | 58,866       | 0           | 0             | \$ 424,148           | 0.00000                 |
| 1971                                   | 4,943        | 651         | 83            | \$ 428,502           | 0.00152                 |
| 1972                                   | 14,525       | 0           | 0             | \$ 443,028           | 0.00000                 |
| 1973                                   | 610          | 294         | 1,194         | \$ 444,537           | 0.00088                 |
| 1974                                   | 5,647        | 3,692       | 111           | \$ 446,602           | 0.00827                 |
| 1975                                   | 235,954      | 1,395       | 934           | \$ 882,094           | 0.00205                 |
| 1976                                   | 18,559       | 491         | 105           | \$ 700,288           | 0.00070                 |
| 1977                                   | 209          | 687         | 33            | \$ 699,643           | 0.00095                 |
| 1978                                   | 102,849      | 329         | 0             | \$ 802,382           | 0.00041                 |
| 1979                                   | 405,482      | 1,485       | 0             | \$ 1,208,360         | 0.00123                 |
| 1980                                   | 599,906      | 443         | 1             | \$ 1,805,824         | 0.00025                 |
| 1981                                   | 79,726       | 870         | 83            | \$ 1,884,782         | 0.00046                 |
| 1982                                   | 438,495      | 0           | 156           | \$ 2,323,413         | 0.00000                 |
| 1983                                   | 18,555       | 462         | 0             | \$ 2,341,507         | 0.00020                 |
| 1984                                   | 978,798      | 35,882      | 0             | \$ 3,284,620         | 0.01088                 |
| 1985                                   | 222,378      | 0           | 0             | \$ 3,508,998         | 0.00000                 |
| 1986                                   | 2,258,609    | 0           | 0             | \$ 5,763,608         | 0.00000                 |
| 1987                                   | 0            | 1,876       | 0             | \$ 5,761,732         | 0.00033                 |
| 1988                                   | 3,577        | 468         | 0             | \$ 5,764,841         | 0.00008                 |
| 1989                                   | 787          | 746         | 0             | \$ 5,764,882         | 0.00013                 |
| 1990                                   | 16,452       | 37,975      | 0             | \$ 5,743,360         | 0.00661                 |
| 1991                                   | 605          | 0           | 0             | \$ 5,743,985         | 0.00000                 |
| 1992                                   | 35,886       | 6,871       | 0             | \$ 5,773,179         | 0.00118                 |
| 1993                                   | 2,244        | 3,465       | 0             | \$ 5,771,958         | 0.00060                 |
| 1994                                   | 75,274       | 987         | 0             | \$ 5,846,246         | 0.00017                 |
| 1995                                   | 0            | 14,474      | 0             | \$ 5,831,771         | 0.00248                 |
| 1996                                   | 0            | 4,825       | 0             | \$ 5,827,146         | 0.00079                 |
| 1997                                   | 77,151       | 0           | 0             | \$ 5,904,298         | 0.00000                 |
| 1998                                   | 36,801       | 10,384      | 0             | \$ 5,930,734         | 0.00175                 |
| 1999                                   | 671          | 5,379       | 0             | \$ 5,928,026         | 0.00091                 |
| 2000                                   | 0            | 107         | 0             | \$ 5,925,920         | 0.00002                 |
| 2001                                   | 8,031        | 10,118      | 0             | \$ 5,923,832         | 0.00171                 |
| 2002                                   | 97,730       | 0           | 0             | \$ 6,021,562         | 0.00000                 |
| 2003                                   | 49,786       | 6,545       | 0             | \$ 6,084,803         | 0.00108                 |
| 2004                                   | 9,861        | 0           | 0             | \$ 6,074,884         | 0.00000                 |
| 2005                                   | 0            | 0           | 0             | \$ 6,074,884         | 0.00000                 |
| 2006                                   | 273,828      | 1,834       | 0             | \$ 6,348,458         | 0.00029                 |
| 2007                                   | 0            | 0           | 0             | \$ 6,348,458         | 0.00000                 |
| 2008                                   | 225,774      | 0           | 0             | \$ 6,572,231         | 0.00000                 |
| 2009                                   | 5,029        | 1,432       | 0             | \$ 6,575,828         | 0.00022                 |
| 2010                                   | 323,951      | 4,372       | 678           | \$ 6,898,086         | 0.00083                 |
| 2011                                   | 12,489       | 0           | 0             | \$ 6,908,578         | 0.00000                 |
| <b>TOTAL</b>                           | \$ 7,061,787 | \$ 157,899  | \$ 4,888      | \$ 179,122,164       | 0.00088                 |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.00088                | 0.99912               | 0.99956    | 22.74824                              |
| 2011                          | 1.5               | 0.00088                | 0.99912               | 0.99868    | 22.72818                              |
| 2010                          | 2.5               | 0.00088                | 0.99912               | 0.99780    | 22.70815                              |
| 2009                          | 3.5               | 0.00088                | 0.99912               | 0.99692    | 22.68813                              |
| 2008                          | 4.5               | 0.00088                | 0.99912               | 0.99604    | 22.66813                              |
| 2007                          | 5.5               | 0.00088                | 0.99912               | 0.99516    | 22.64815                              |
| 2006                          | 6.5               | 0.00088                | 0.99912               | 0.99428    | 22.62818                              |
| 2005                          | 7.5               | 0.00088                | 0.99912               | 0.99341    | 22.60824                              |
| 2004                          | 8.5               | 0.00088                | 0.99912               | 0.99253    | 22.58831                              |
| 2003                          | 9.5               | 0.00088                | 0.99912               | 0.99166    | 22.56839                              |
| 2002                          | 10.5              | 0.00088                | 0.99912               | 0.99078    | 22.54850                              |
| 2001                          | 11.5              | 0.00088                | 0.99912               | 0.98991    | 22.52862                              |
| 2000                          | 12.5              | 0.00088                | 0.99912               | 0.98904    | 22.50876                              |
| 1999                          | 13.5              | 0.00088                | 0.99912               | 0.98816    | 22.48892                              |
| 1998                          | 14.5              | 0.00088                | 0.99912               | 0.98729    | 22.46910                              |
| 1997                          | 15.5              | 0.00088                | 0.99912               | 0.98642    | 22.44929                              |
| 1996                          | 16.5              | 0.00088                | 0.99912               | 0.98555    | 22.42950                              |
| 1995                          | 17.5              | 0.00088                | 0.99912               | 0.98468    | 22.40973                              |
| 1994                          | 18.5              | 0.00088                | 0.99912               | 0.98382    | 22.38997                              |
| 1993                          | 19.5              | 0.00088                | 0.99912               | 0.98295    | 22.37024                              |
| 1992                          | 20.5              | 0.00088                | 0.99912               | 0.98208    | 22.35052                              |
| 1991                          | 21.5              | 0.00088                | 0.99912               | 0.98122    | 22.33081                              |
| 1990                          | 22.5              | 0.00088                | 0.99912               | 0.98035    | 22.31113                              |
| 1989                          | 23.5              | 0.00088                | 0.99912               | 0.97949    | 22.29146                              |
| 1988                          | 24.5              | 0.00088                | 0.99912               | 0.97863    | 22.27181                              |
| 1987                          | 25.5              | 0.00088                | 0.99912               | 0.97776    | 22.25218                              |
| 1986                          | 26.5              | 0.00088                | 0.99912               | 0.97690    | 22.23256                              |
| 1985                          | 27.5              | 0.00088                | 0.99912               | 0.97604    | 22.21298                              |
| 1984                          | 28.5              | 0.00088                | 0.99912               | 0.97518    | 22.19338                              |
| 1983                          | 29.5              | 0.00088                | 0.99912               | 0.97432    | 22.17382                              |
| 1982                          | 30.5              | 0.00088                | 0.99912               | 0.97346    | 22.15427                              |
| 1981                          | 31.5              | 0.00088                | 0.99912               | 0.97260    | 22.13474                              |
| 1980                          | 32.5              | 0.00088                | 0.99912               | 0.97174    | 22.11523                              |
| 1979                          | 33.5              | 0.00088                | 0.99912               | 0.97089    | 22.09574                              |
| 1978                          | 34.5              | 0.00088                | 0.99912               | 0.97003    | 22.07626                              |
| 1977                          | 35.5              | 0.00088                | 0.99912               | 0.96918    | 22.05680                              |
| 1976                          | 36.5              | 0.00088                | 0.99912               | 0.96832    | 22.03735                              |
| 1975                          | 37.5              | 0.00088                | 0.99912               | 0.96747    | 22.01798                              |
| 1974                          | 38.5              | 0.00088                | 0.99912               | 0.96662    | 20.10327                              |
| 1973                          | 39.5              | 0.00088                | 0.99912               | 0.96576    | 19.13750                              |
| 1972                          | 40.5              | 0.00088                | 0.99912               | 0.96491    | 18.17259                              |
| 1971                          | 41.5              | 0.00088                | 0.99912               | 0.96406    | 17.20853                              |
| 1970                          | 42.5              | 0.00088                | 0.99912               | 0.96321    | 16.24532                              |
| 1969                          | 43.5              | 0.00088                | 0.99912               | 0.96236    | 15.28295                              |
| 1968                          | 44.5              | 0.00088                | 0.99912               | 0.96152    | 14.32144                              |
| 1967                          | 45.5              | 0.00088                | 0.99912               | 0.96067    | 13.36077                              |
| 1966                          | 46.5              | 0.00088                | 0.99912               | 0.95982    | 12.40095                              |
| 1965                          | 47.5              | 0.00088                | 0.99912               | 0.95897    | 11.44197                              |
| 1964                          | 48.5              | 0.00088                | 0.99912               | 0.95813    | 10.48384                              |
| 1963                          | 49.5              | 0.00088                | 0.99912               | 0.95728    | 9.52656                               |
| 1962                          | 50.5              | 0.00088                | 0.99912               | 0.95644    | 8.57012                               |
| 1961                          | 51.5              | 0.00088                | 0.99912               | 0.95560    | 7.61452                               |
| 1960                          | 52.5              | 0.00088                | 0.99912               | 0.95476    | 6.65976                               |
| 1959                          | 53.5              | 0.00088                | 0.99912               | 0.95391    | 5.70585                               |
| 1958                          | 54.5              | 0.00088                | 0.99912               | 0.95307    | 4.75278                               |
| 1957                          | 55.5              | 0.00088                | 0.99912               | 0.95223    | 3.80054                               |
| 1956                          | 56.5              | 0.00088                | 0.99912               | 0.95139    | 2.84915                               |
| 1955                          | 57.5              | 0.00088                | 0.99912               | 0.95055    | 1.89860                               |
| 1954                          | 58.5              | 0.00088                | 0.99912               | 0.94972    | 0.94888                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

# Big Rivers Electric Corporation 2012 Depreciation Rate Study - Interim Retirement Rate Analysis



Transmission Station Eqpt Account: 353  
 Date of Retirement (Mid Year): 2036  
 Interim Retirement Rate: 0.00692  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 23.8  
 Remaining Life (F/E + .5) = 23.4

| Activity Year | Additions             | Retirements          | Removal Costs     | Yr-End Plant Balance    | Interim Retirement Rate |
|---------------|-----------------------|----------------------|-------------------|-------------------------|-------------------------|
| A             | B                     | C                    | D                 | E                       | F = C / E               |
| 1953          | 0                     | 0                    | 0                 | \$ -                    | 0.00000                 |
| 1954          | 0                     | 0                    | 0                 | \$ -                    | 0.00000                 |
| 1955          | 0                     | 0                    | 152               | \$ 152                  | 0.00000                 |
| 1956          | 0                     | 0                    | 105               | \$ 256                  | 0.00000                 |
| 1957          | 0                     | 0                    | 0                 | \$ 256                  | 0.00000                 |
| 1958          | 0                     | 0                    | 122               | \$ 378                  | 0.00000                 |
| 1959          | 0                     | 0                    | 422               | \$ 800                  | 0.00000                 |
| 1960          | 0                     | 0                    | 0                 | \$ 800                  | 0.00000                 |
| 1961          | 0                     | 0                    | 181               | \$ 981                  | 0.00000                 |
| 1962          | 0                     | 0                    | 234               | \$ 1,195                | 0.00000                 |
| 1963          | 0                     | 0                    | 0                 | \$ 1,195                | 0.00000                 |
| 1964          | 0                     | 0                    | 0                 | \$ 1,195                | 0.00000                 |
| 1965          | 419,714               | 5,035                | 4,825             | \$ 420,899              | 0.01197                 |
| 1966          | 1,221,782             | 0                    | 1,841             | \$ 1,844,102            | 0.00000                 |
| 1967          | 1,474                 | 0                    | 5,421             | \$ 1,850,997            | 0.00000                 |
| 1968          | 945,381               | 0                    | 7,024             | \$ 2,803,381            | 0.00000                 |
| 1969          | 3,144,331             | 3,574                | 21,755            | \$ 5,765,893            | 0.00082                 |
| 1970          | 934,369               | 1,558                | 4,020             | \$ 6,702,726            | 0.00023                 |
| 1971          | 378,657               | 4,337                | 2,938             | \$ 7,077,984            | 0.00081                 |
| 1972          | 271,870               | 6,243                | 1,011             | \$ 7,344,822            | 0.00085                 |
| 1973          | 1,593,104             | 251,447              | 5,885             | \$ 8,892,144            | 0.02893                 |
| 1974          | 199,178               | 24,004               | 1,244             | \$ 8,868,582            | 0.00271                 |
| 1975          | 1,954,922             | 72,258               | 10,640            | \$ 10,761,885           | 0.00871                 |
| 1976          | 686,720               | 13,284               | 610               | \$ 11,415,911           | 0.00116                 |
| 1977          | 1,840,851             | 3,445                | 2,715             | \$ 13,258,032           | 0.00026                 |
| 1978          | 2,073,381             | 9,421                | 1,194             | \$ 15,321,188           | 0.00081                 |
| 1979          | 3,301,427             | 70,870               | 1,430             | \$ 18,553,174           | 0.00382                 |
| 1980          | 984,231               | 23,149               | 1,878             | \$ 18,515,933           | 0.00119                 |
| 1981          | 2,755,462             | 83,090               | 3,278             | \$ 22,211,583           | 0.00284                 |
| 1982          | 3,757,786             | 328,828              | 1,369             | \$ 25,841,911           | 0.01282                 |
| 1983          | 940,709               | 8,084                | 11,828            | \$ 28,588,384           | 0.00030                 |
| 1984          | 9,850,017             | 780,185              | 4,514             | \$ 35,480,710           | 0.02200                 |
| 1985          | 1,708,016             | 19,519               | 4,901             | \$ 37,155,108           | 0.00053                 |
| 1986          | 42,240,181            | 253,485              | 8,594             | \$ 79,148,418           | 0.00320                 |
| 1987          | 1,070,892             | 24,887               | 1,306             | \$ 80,195,728           | 0.00031                 |
| 1988          | 180,872               | 41,780               | 252               | \$ 80,314,871           | 0.00052                 |
| 1989          | 393,258               | 34,043               | 1,544             | \$ 80,875,831           | 0.00042                 |
| 1990          | 2,389,256             | 410,741              | 1,820             | \$ 82,855,985           | 0.00497                 |
| 1991          | 49,569                | 37,817               | 285               | \$ 82,868,002           | 0.00046                 |
| 1992          | 732,313               | 129,809              | 855               | \$ 83,271,381           | 0.00158                 |
| 1993          | 1,239,184             | 1,259,780            | 867               | \$ 83,251,832           | 0.01513                 |
| 1994          | 881,759               | 239,888              | 80                | \$ 83,893,784           | 0.00288                 |
| 1995          | 74,232                | 242,935              | 393               | \$ 83,725,474           | 0.00280                 |
| 1996          | 508,704               | 34,148               | 1,456             | \$ 84,201,486           | 0.00041                 |
| 1997          | 1,085,678             | 19,820               | 551               | \$ 85,288,093           | 0.00023                 |
| 1998          | 123,115               | 182,053              | 839               | \$ 85,208,893           | 0.00214                 |
| 1999          | 3,199,950             | 192,782              | 870               | \$ 88,217,822           | 0.00219                 |
| 2000          | 2,487,863             | 339,531              | 58                | \$ 90,368,011           | 0.00376                 |
| 2001          | 975,817               | 461,833              | 438               | \$ 90,880,830           | 0.00508                 |
| 2002          | 1,028,798             | 124,490              | 84                | \$ 91,785,023           | 0.00138                 |
| 2003          | 1,481,578             | 289,518              | 0                 | \$ 92,997,083           | 0.00290                 |
| 2004          | 2,792,932             | 7,785,182            | 19                | \$ 88,004,872           | 0.08846                 |
| 2005          | 232,344               | 85,400               | 3                 | \$ 88,171,820           | 0.00074                 |
| 2006          | 5,571,841             | 1,185,184            | 275               | \$ 92,578,772           | 0.01259                 |
| 2007          | 245,861               | 2,399,085            | 0                 | \$ 90,425,347           | 0.02653                 |
| 2008          | 7,444,270             | 43,008               | 0                 | \$ 97,948,810           | 0.00044                 |
| 2009          | 120,432               | 2,438                | 0                 | \$ 97,944,804           | 0.00002                 |
| 2010          | 14,350,089            | 310,037              | 28,368            | \$ 112,013,004          | 0.00277                 |
| 2011          | 1,075,368             | 192,774              | 480               | \$ 112,898,088          | 0.00171                 |
| <b>TOTAL</b>  | <b>\$ 130,697,871</b> | <b>\$ 17,949,725</b> | <b>\$ 148,140</b> | <b>\$ 2,595,248,182</b> | <b>0.00692</b>          |

| Year Placed | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
|-------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| A           | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012        | 0.5               | 0.00692                | 0.99308               | 0.99854    | 22.76265                              |
| 2011        | 1.5               | 0.00692                | 0.99308               | 0.98985    | 22.63501                              |
| 2010        | 2.5               | 0.00692                | 0.99308               | 0.98280    | 22.47846                              |
| 2009        | 3.5               | 0.00692                | 0.99308               | 0.97601    | 22.32299                              |
| 2008        | 4.5               | 0.00692                | 0.99308               | 0.96928    | 22.16880                              |
| 2007        | 5.5               | 0.00692                | 0.99308               | 0.96255    | 22.01527                              |
| 2006        | 6.5               | 0.00692                | 0.99308               | 0.95590    | 21.86300                              |
| 2005        | 7.5               | 0.00692                | 0.99308               | 0.94928    | 21.71179                              |
| 2004        | 8.5               | 0.00692                | 0.99308               | 0.94272    | 21.56162                              |
| 2003        | 9.5               | 0.00692                | 0.99308               | 0.93620    | 21.41249                              |
| 2002        | 10.5              | 0.00692                | 0.99308               | 0.92972    | 21.26440                              |
| 2001        | 11.5              | 0.00692                | 0.99308               | 0.92329    | 21.11732                              |
| 2000        | 12.5              | 0.00692                | 0.99308               | 0.91681    | 20.97127                              |
| 1999        | 13.5              | 0.00692                | 0.99308               | 0.91037    | 20.82622                              |
| 1998        | 14.5              | 0.00692                | 0.99308               | 0.90427    | 20.68218                              |
| 1997        | 15.5              | 0.00692                | 0.99308               | 0.89801    | 20.53914                              |
| 1996        | 16.5              | 0.00692                | 0.99308               | 0.89180    | 20.39708                              |
| 1995        | 17.5              | 0.00692                | 0.99308               | 0.88583    | 20.25500                              |
| 1994        | 18.5              | 0.00692                | 0.99308               | 0.87951    | 20.11391                              |
| 1993        | 19.5              | 0.00692                | 0.99308               | 0.87343    | 19.97878                              |
| 1992        | 20.5              | 0.00692                | 0.99308               | 0.86738    | 19.83981                              |
| 1991        | 21.5              | 0.00692                | 0.99308               | 0.86139    | 19.70140                              |
| 1990        | 22.5              | 0.00692                | 0.99308               | 0.85543    | 19.56514                              |
| 1989        | 23.5              | 0.00692                | 0.99308               | 0.84951    | 19.42982                              |
| 1988        | 24.5              | 0.00692                | 0.99308               | 0.84384    | 19.29543                              |
| 1987        | 25.5              | 0.00692                | 0.99308               | 0.83780    | 19.16198                              |
| 1986        | 26.5              | 0.00692                | 0.99308               | 0.83201    | 19.02945                              |
| 1985        | 27.5              | 0.00692                | 0.99308               | 0.82654    | 18.89783                              |
| 1984        | 28.5              | 0.00692                | 0.99308               | 0.82054    | 18.76713                              |
| 1983        | 29.5              | 0.00692                | 0.99308               | 0.81488    | 18.63732                              |
| 1982        | 30.5              | 0.00692                | 0.99308               | 0.80963    | 18.50842                              |
| 1981        | 31.5              | 0.00692                | 0.99308               | 0.80363    | 18.38041                              |
| 1980        | 32.5              | 0.00692                | 0.99308               | 0.79807    | 18.25328                              |
| 1979        | 33.5              | 0.00692                | 0.99308               | 0.79255    | 18.12704                              |
| 1978        | 34.5              | 0.00692                | 0.99308               | 0.78707    | 18.00168                              |
| 1977        | 35.5              | 0.00692                | 0.99308               | 0.78163    | 17.87645                              |
| 1976        | 36.5              | 0.00692                | 0.99308               | 0.77622    | 17.75146                              |
| 1975        | 37.5              | 0.00692                | 0.99308               | 0.77085    | 17.62672                              |
| 1974        | 38.5              | 0.00692                | 0.99308               | 0.76552    | 17.50225                              |
| 1973        | 39.5              | 0.00692                | 0.99308               | 0.76023    | 17.37804                              |
| 1972        | 40.5              | 0.00692                | 0.99308               | 0.75497    | 17.25409                              |
| 1971        | 41.5              | 0.00692                | 0.99308               | 0.74975    | 17.13041                              |
| 1970        | 42.5              | 0.00692                | 0.99308               | 0.74458    | 17.00699                              |
| 1969        | 43.5              | 0.00692                | 0.99308               | 0.73941    | 16.88383                              |
| 1968        | 44.5              | 0.00692                | 0.99308               | 0.73430    | 16.76092                              |
| 1967        | 45.5              | 0.00692                | 0.99308               | 0.72922    | 16.63827                              |
| 1966        | 46.5              | 0.00692                | 0.99308               | 0.72417    | 16.51588                              |
| 1965        | 47.5              | 0.00692                | 0.99308               | 0.71917    | 16.39374                              |
| 1964        | 48.5              | 0.00692                | 0.99308               | 0.71419    | 16.27185                              |
| 1963        | 49.5              | 0.00692                | 0.99308               | 0.70925    | 16.15021                              |
| 1962        | 50.5              | 0.00692                | 0.99308               | 0.70435    | 16.02881                              |
| 1961        | 51.5              | 0.00692                | 0.99308               | 0.69947    | 15.90766                              |
| 1960        | 52.5              | 0.00692                | 0.99308               | 0.69464    | 15.78675                              |
| 1959        | 53.5              | 0.00692                | 0.99308               | 0.68983    | 15.66608                              |
| 1958        | 54.5              | 0.00692                | 0.99308               | 0.68503    | 15.54564                              |
| 1957        | 55.5              | 0.00692                | 0.99308               | 0.68032    | 15.42542                              |
| 1956        | 56.5              | 0.00692                | 0.99308               | 0.67582    | 15.30541                              |
| 1955        | 57.5              | 0.00692                | 0.99308               | 0.67095    | 15.18561                              |
| 1954        | 58.5              | 0.00692                | 0.99308               | 0.66630    | 15.06600                              |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

# Big Rivers Electric Corporation 2012 Depreciation Rate Study - Interim Retirement Rate Analysis



Transmission Towers Account: 354  
 Date of Retirement (Mid Year): 2041  
 Interim Retirement Rate: 0.00002  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 28.8  
 Remaining Life (F/E + .5) = 28.5

| Development of Interim Retirement Rate |              |             |               |                      |                         |
|--|--------------|-------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions    | Retirements | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B            | C           | D             | E                    | F = C / E               |
| 1953                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1966                                   | 0            | 0           | 0             | \$ -                 | 0.00000                 |
| 1967                                   | 309,097      | 0           | 0             | \$ 309,097           | 0.00000                 |
| 1968                                   | 139,879      | 0           | 0             | \$ 448,976           | 0.00000                 |
| 1969                                   | 157,055      | 0           | 0             | \$ 606,032           | 0.00000                 |
| 1970                                   | 0            | 0           | 0             | \$ 606,032           | 0.00000                 |
| 1971                                   | 0            | 0           | 0             | \$ 606,032           | 0.00000                 |
| 1972                                   | 0            | 0           | 0             | \$ 606,032           | 0.00000                 |
| 1973                                   | 0            | 0           | 0             | \$ 606,032           | 0.00000                 |
| 1974                                   | 0            | 0           | 0             | \$ 606,032           | 0.00000                 |
| 1975                                   | 0            | 0           | 0             | \$ 606,032           | 0.00000                 |
| 1976                                   | 380,892      | 0           | 0             | \$ 986,924           | 0.00000                 |
| 1977                                   | 4,019        | 0           | 145           | \$ 991,089           | 0.00000                 |
| 1978                                   | 3,721        | 0           | 0             | \$ 994,809           | 0.00000                 |
| 1979                                   | 78,240       | 0           | 0             | \$ 1,073,049         | 0.00000                 |
| 1980                                   | 80,487       | 0           | 0             | \$ 1,153,536         | 0.00000                 |
| 1981                                   | 4,893        | 0           | 0             | \$ 1,158,429         | 0.00000                 |
| 1982                                   | 88,103       | 0           | 0             | \$ 1,246,532         | 0.00000                 |
| 1983                                   | 14,694       | 0           | 0             | \$ 1,261,226         | 0.00000                 |
| 1984                                   | 460,143      | 0           | 0             | \$ 1,721,370         | 0.00000                 |
| 1985                                   | 0            | 0           | 0             | \$ 1,721,370         | 0.00000                 |
| 1986                                   | 5,595,769    | 0           | 0             | \$ 7,317,138         | 0.00000                 |
| 1987                                   | 0            | 0           | 0             | \$ 7,317,138         | 0.00000                 |
| 1988                                   | 0            | 0           | 0             | \$ 7,317,138         | 0.00000                 |
| 1989                                   | 0            | 0           | 0             | \$ 7,317,138         | 0.00000                 |
| 1990                                   | 10,759       | 0           | 0             | \$ 7,327,897         | 0.00000                 |
| 1991                                   | 0            | 3,867       | 0             | \$ 7,324,231         | 0.00050                 |
| 1992                                   | 0            | 0           | 0             | \$ 7,324,231         | 0.00000                 |
| 1993                                   | 0            | 0           | 0             | \$ 7,324,231         | 0.00000                 |
| 1994                                   | 0            | 0           | 0             | \$ 7,324,231         | 0.00000                 |
| 1995                                   | 0            | 0           | 0             | \$ 7,324,231         | 0.00000                 |
| 1996                                   | 0            | 0           | 0             | \$ 7,324,231         | 0.00000                 |
| 1997                                   | 0            | 0           | 0             | \$ 7,324,231         | 0.00000                 |
| 1998                                   | 0            | 0           | 0             | \$ 7,324,231         | 0.00000                 |
| 1999                                   | 0            | 0           | 0             | \$ 7,324,231         | 0.00000                 |
| 2000                                   | 0            | 0           | 0             | \$ 7,324,231         | 0.00000                 |
| 2001                                   | 0            | 445         | 0             | \$ 7,323,786         | 0.00008                 |
| 2002                                   | 0            | 0           | 0             | \$ 7,323,786         | 0.00000                 |
| 2003                                   | 6,688        | 0           | 0             | \$ 7,330,474         | 0.00000                 |
| 2004                                   | 0            | 0           | 0             | \$ 7,330,474         | 0.00000                 |
| 2005                                   | 0            | 0           | 0             | \$ 7,330,474         | 0.00000                 |
| 2006                                   | 0            | 0           | 0             | \$ 7,330,474         | 0.00000                 |
| 2007                                   | 0            | 0           | 0             | \$ 7,330,474         | 0.00000                 |
| 2008                                   | 1,259,104    | 0           | 0             | \$ 8,589,578         | 0.00000                 |
| 2009                                   | 0            | 0           | 0             | \$ 8,589,578         | 0.00000                 |
| 2010                                   | 1,259,104    | 0           | 0             | \$ 9,848,682         | 0.00000                 |
| 2011                                   | 42,380       | 0           | 0             | \$ 9,891,042         | 0.00000                 |
| TOTAL                                  | \$ 8,895,009 | \$ 4,112    | \$ 145        | \$ 215,386,205       | 0.00002                 |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.00002                | 0.99998               | 0.99999    | 27.99198                              |
| 2011                          | 1.5               | 0.00002                | 0.99998               | 0.99997    | 27.99145                              |
| 2010                          | 2.5               | 0.00002                | 0.99998               | 0.99995    | 27.99091                              |
| 2009                          | 3.5               | 0.00002                | 0.99998               | 0.99993    | 27.99038                              |
| 2008                          | 4.5               | 0.00002                | 0.99998               | 0.99991    | 27.98985                              |
| 2007                          | 5.5               | 0.00002                | 0.99998               | 0.99989    | 27.98931                              |
| 2006                          | 6.5               | 0.00002                | 0.99998               | 0.99988    | 27.98878                              |
| 2005                          | 7.5               | 0.00002                | 0.99998               | 0.99986    | 27.98824                              |
| 2004                          | 8.5               | 0.00002                | 0.99998               | 0.99984    | 27.98771                              |
| 2003                          | 9.5               | 0.00002                | 0.99998               | 0.99982    | 27.98717                              |
| 2002                          | 10.5              | 0.00002                | 0.99998               | 0.99980    | 27.98664                              |
| 2001                          | 11.5              | 0.00002                | 0.99998               | 0.99978    | 27.98610                              |
| 2000                          | 12.5              | 0.00002                | 0.99998               | 0.99976    | 27.98557                              |
| 1999                          | 13.5              | 0.00002                | 0.99998               | 0.99974    | 27.98504                              |
| 1998                          | 14.5              | 0.00002                | 0.99998               | 0.99972    | 27.98450                              |
| 1997                          | 15.5              | 0.00002                | 0.99998               | 0.99970    | 27.98397                              |
| 1996                          | 16.5              | 0.00002                | 0.99998               | 0.99969    | 27.98343                              |
| 1995                          | 17.5              | 0.00002                | 0.99998               | 0.99967    | 27.98290                              |
| 1994                          | 18.5              | 0.00002                | 0.99998               | 0.99965    | 27.98236                              |
| 1993                          | 19.5              | 0.00002                | 0.99998               | 0.99963    | 27.98183                              |
| 1992                          | 20.5              | 0.00002                | 0.99998               | 0.99961    | 27.98130                              |
| 1991                          | 21.5              | 0.00002                | 0.99998               | 0.99959    | 27.98076                              |
| 1990                          | 22.5              | 0.00002                | 0.99998               | 0.99957    | 27.98023                              |
| 1989                          | 23.5              | 0.00002                | 0.99998               | 0.99955    | 27.97969                              |
| 1988                          | 24.5              | 0.00002                | 0.99998               | 0.99953    | 27.97916                              |
| 1987                          | 25.5              | 0.00002                | 0.99998               | 0.99951    | 27.97863                              |
| 1986                          | 26.5              | 0.00002                | 0.99998               | 0.99949    | 27.97809                              |
| 1985                          | 27.5              | 0.00002                | 0.99998               | 0.99948    | 27.97756                              |
| 1984                          | 28.5              | 0.00002                | 0.99998               | 0.99946    | 27.97702                              |
| 1983                          | 29.5              | 0.00002                | 0.99998               | 0.99944    | 27.97649                              |
| 1982                          | 30.5              | 0.00002                | 0.99998               | 0.99942    | 27.97595                              |
| 1981                          | 31.5              | 0.00002                | 0.99998               | 0.99940    | 27.97542                              |
| 1980                          | 32.5              | 0.00002                | 0.99998               | 0.99938    | 28.97489                              |
| 1979                          | 33.5              | 0.00002                | 0.99998               | 0.99936    | 28.97435                              |
| 1978                          | 34.5              | 0.00002                | 0.99998               | 0.99934    | 28.97382                              |
| 1977                          | 35.5              | 0.00002                | 0.99998               | 0.99932    | 28.97328                              |
| 1976                          | 36.5              | 0.00002                | 0.99998               | 0.99930    | 28.97274                              |
| 1975                          | 37.5              | 0.00002                | 0.99998               | 0.99928    | 28.97221                              |
| 1974                          | 38.5              | 0.00002                | 0.99998               | 0.99927    | 28.97167                              |
| 1973                          | 39.5              | 0.00002                | 0.99998               | 0.99925    | 28.97113                              |
| 1972                          | 40.5              | 0.00002                | 0.99998               | 0.99923    | 28.97059                              |
| 1971                          | 41.5              | 0.00002                | 0.99998               | 0.99921    | 28.97005                              |
| 1970                          | 42.5              | 0.00002                | 0.99998               | 0.99919    | 28.96951                              |
| 1969                          | 43.5              | 0.00002                | 0.99998               | 0.99917    | 28.96897                              |
| 1968                          | 44.5              | 0.00002                | 0.99998               | 0.99915    | 28.96843                              |
| 1967                          | 45.5              | 0.00002                | 0.99998               | 0.99913    | 28.96789                              |
| 1966                          | 46.5              | 0.00002                | 0.99998               | 0.99911    | 28.96735                              |
| 1965                          | 47.5              | 0.00002                | 0.99998               | 0.99909    | 28.96681                              |
| 1964                          | 48.5              | 0.00002                | 0.99998               | 0.99907    | 28.96627                              |
| 1963                          | 49.5              | 0.00002                | 0.99998               | 0.99905    | 28.96573                              |
| 1962                          | 50.5              | 0.00002                | 0.99998               | 0.99904    | 28.96519                              |
| 1961                          | 51.5              | 0.00002                | 0.99998               | 0.99902    | 28.96465                              |
| 1960                          | 52.5              | 0.00002                | 0.99998               | 0.99900    | 28.96411                              |
| 1959                          | 53.5              | 0.00002                | 0.99998               | 0.99898    | 28.96357                              |
| 1958                          | 54.5              | 0.00002                | 0.99998               | 0.99896    | 28.96303                              |
| 1957                          | 55.5              | 0.00002                | 0.99998               | 0.99894    | 28.96249                              |
| 1956                          | 56.5              | 0.00002                | 0.99998               | 0.99892    | 28.96195                              |
| 1955                          | 57.5              | 0.00002                | 0.99998               | 0.99890    | 28.96141                              |
| 1954                          | 58.5              | 0.00002                | 0.99998               | 0.99888    | 28.96087                              |

(1) Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values



**Big Rivers Electric Corporation  
2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Transmission          Poles                          Account:                          355  
 Date of Retirement (Mid Year):                          2033  
 Interim Retirement Rate:    0.00000  
 Study Date, Year-End:    2012  
 Future Life from Study Date:    20.8  
 Remaining Life (F/E + .5) =    20.5

| Development of Interim Retirement Rate |                   |             |                           |                      |                         |
|--|-------------------|-------------|---------------------------|----------------------|-------------------------|
| Activity Year                          | Additions         | Retirements | Adjustments and Transfers | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                 | C           | D                         | E                    | F = C / E               |
| 1953                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1954                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1955                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1956                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1957                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1958                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1959                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1960                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1961                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1962                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1963                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1964                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1965                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1966                                   | 0                 | 0           | 0                         | \$ -                 | 0.00000                 |
| 1967                                   | 57,283            | 0           | 0                         | \$ 57,283            | 0.00000                 |
| 1968                                   | 0                 | 0           | 0                         | \$ 57,283            | 0.00000                 |
| 1969                                   | 24,190            | 0           | 0                         | \$ 81,473            | 0.00000                 |
| 1970                                   | 0                 | 0           | 0                         | \$ 81,473            | 0.00000                 |
| 1971                                   | 0                 | 0           | 0                         | \$ 81,473            | 0.00000                 |
| 1972                                   | 0                 | 0           | 0                         | \$ 81,473            | 0.00000                 |
| 1973                                   | 0                 | 0           | 0                         | \$ 81,473            | 0.00000                 |
| 1974                                   | 0                 | 0           | 0                         | \$ 81,473            | 0.00000                 |
| 1975                                   | 0                 | 0           | 0                         | \$ 81,473            | 0.00000                 |
| 1976                                   | 152,841           | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1977                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1978                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1979                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1980                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1981                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1982                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1983                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1984                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1985                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1986                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1987                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1988                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1989                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1990                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1991                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1992                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1993                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1994                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1995                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1996                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1997                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1998                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 1999                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2000                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2001                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2002                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2003                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2004                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2005                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2006                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2007                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2008                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2009                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2010                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| 2011                                   | 0                 | 0           | 0                         | \$ 234,314           | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 234,314</b> | <b>\$ -</b> | <b>\$ -</b>               | <b>\$ 9,354,502</b>  | <b>0.00000</b>          |

| Interim Retirement Life Table   |                   |                        |                       |            |                                       |
|---|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A   | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012  | 0.5               | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2011  | 1.5               | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2010  | 2.5               | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2009  | 3.5               | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2008  | 4.5               | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2007  | 5.5               | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2006  | 6.5               | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2005  | 7.5               | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2004  | 8.5               | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2003  | 9.5               | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2002  | 10.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2001  | 11.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 2000  | 12.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1999  | 13.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1998  | 14.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1997  | 15.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1996  | 16.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1995  | 17.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1994  | 18.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1993  | 19.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1992  | 20.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1991  | 21.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1990  | 22.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1989  | 23.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1988  | 24.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1987  | 25.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1986  | 26.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1985  | 27.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1984  | 28.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1983  | 29.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1982  | 30.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1981  | 31.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1980  | 32.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1979  | 33.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1978  | 34.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1977  | 35.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1976  | 36.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1975  | 37.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1974  | 38.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1973  | 39.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1972  | 40.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1971  | 41.5              | -                      | 1.00000               | 1.00000    | 18.00000                              |
| 1970  | 42.5              | -                      | 1.00000               | 1.00000    | 17.00000                              |
| 1969  | 43.5              | -                      | 1.00000               | 1.00000    | 16.00000                              |
| 1968  | 44.5              | -                      | 1.00000               | 1.00000    | 15.00000                              |
| 1967  | 45.5              | -                      | 1.00000               | 1.00000    | 14.00000                              |
| 1966  | 46.5              | -                      | 1.00000               | 1.00000    | 13.00000                              |
| 1965  | 47.5              | -                      | 1.00000               | 1.00000    | 12.00000                              |
| 1964  | 48.5              | -                      | 1.00000               | 1.00000    | 11.00000                              |
| 1963  | 49.5              | -                      | 1.00000               | 1.00000    | 10.00000                              |
| 1962  | 50.5              | -                      | 1.00000               | 1.00000    | 9.00000                               |
| 1961  | 51.5              | -                      | 1.00000               | 1.00000    | 8.00000                               |
| 1960  | 52.5              | -                      | 1.00000               | 1.00000    | 7.00000                               |
| 1959  | 53.5              | -                      | 1.00000               | 1.00000    | 6.00000                               |
| 1958  | 54.5              | -                      | 1.00000               | 1.00000    | 5.00000                               |
| 1957  | 55.5              | -                      | 1.00000               | 1.00000    | 4.00000                               |
| 1956  | 56.5              | -                      | 1.00000               | 1.00000    | 3.00000                               |
| 1955  | 57.5              | -                      | 1.00000               | 1.00000    | 2.00000                               |
| 1954  | 58.5              | -                      | 1.00000               | 1.00000    | 1.00000                               |
| [1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values |                   |                        |                       |            |                                       |

**Big Rivers Electric Corporation  
2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



Transmission Lines Account: 356  
 Date of Retirement (Mid Year): 2038  
 Interim Retirement Rate: 0.00000  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 23.8  
 Remaining Life (F/E + .5) = 23.5

| Development of Interim Retirement Rate |                      |             |                           |                       |                         |
|--|----------------------|-------------|---------------------------|-----------------------|-------------------------|
| Activity Year                          | Additions            | Retirements | Adjustments and Transfers | Yr-End Plant Balance  | Interim Retirement Rate |
| A                                      | B                    | C           | D                         | E                     | F = C / E               |
| 1953                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1954                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1955                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1956                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1957                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1958                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1959                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1960                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1961                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1962                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1963                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1964                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1965                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1966                                   | 0                    | 0           | 0                         | \$ -                  | 0.00000                 |
| 1967                                   | 39,131               | 0           | 0                         | \$ 39,131             | 0.00000                 |
| 1968                                   | 0                    | 0           | 0                         | \$ 39,131             | 0.00000                 |
| 1969                                   | 23,026               | 0           | 0                         | \$ 62,157             | 0.00000                 |
| 1970                                   | 0                    | 0           | 0                         | \$ 62,157             | 0.00000                 |
| 1971                                   | 0                    | 0           | 0                         | \$ 62,157             | 0.00000                 |
| 1972                                   | 0                    | 0           | 0                         | \$ 62,157             | 0.00000                 |
| 1973                                   | 0                    | 0           | 0                         | \$ 62,157             | 0.00000                 |
| 1974                                   | 0                    | 0           | 0                         | \$ 62,157             | 0.00000                 |
| 1975                                   | 0                    | 0           | 0                         | \$ 62,157             | 0.00000                 |
| 1976                                   | 24,744               | 0           | 0                         | \$ 86,901             | 0.00000                 |
| 1977                                   | 0                    | 0           | 0                         | \$ 86,901             | 0.00000                 |
| 1978                                   | 0                    | 0           | 0                         | \$ 86,901             | 0.00000                 |
| 1979                                   | 0                    | 0           | 0                         | \$ 86,901             | 0.00000                 |
| 1980                                   | 0                    | 0           | 0                         | \$ 86,901             | 0.00000                 |
| 1981                                   | 5,878,547            | 0           | 0                         | \$ 5,763,448          | 0.00000                 |
| 1982                                   | 637,498              | 0           | 0                         | \$ 6,700,944          | 0.00000                 |
| 1983                                   | 210,765              | 0           | 0                         | \$ 6,911,708          | 0.00000                 |
| 1984                                   | 2,812,421            | 0           | 0                         | \$ 9,724,129          | 0.00000                 |
| 1985                                   | 45,223               | 0           | 0                         | \$ 9,769,352          | 0.00000                 |
| 1986                                   | 19,197,453           | 0           | 0                         | \$ 28,966,805         | 0.00000                 |
| 1987                                   | 180,019              | 0           | 0                         | \$ 29,146,824         | 0.00000                 |
| 1988                                   | 431,211              | 0           | 0                         | \$ 29,578,035         | 0.00000                 |
| 1989                                   | 255,513              | 0           | 0                         | \$ 29,833,548         | 0.00000                 |
| 1990                                   | 398,302              | 0           | 0                         | \$ 30,229,849         | 0.00000                 |
| 1991                                   | 88,804               | 0           | 0                         | \$ 30,298,653         | 0.00000                 |
| 1992                                   | 20,895               | 0           | 0                         | \$ 30,319,549         | 0.00000                 |
| 1993                                   | 77,924               | 0           | 0                         | \$ 30,397,473         | 0.00000                 |
| 1994                                   | 817,484              | 0           | 0                         | \$ 31,214,957         | 0.00000                 |
| 1995                                   | 74,339               | 0           | 0                         | \$ 31,289,296         | 0.00000                 |
| 1996                                   | 89,079               | 0           | 0                         | \$ 31,378,375         | 0.00000                 |
| 1997                                   | 1,179,392            | 0           | 0                         | \$ 32,557,768         | 0.00000                 |
| 1998                                   | 111,806              | 0           | 0                         | \$ 32,669,574         | 0.00000                 |
| 1999                                   | 872,219              | 0           | 0                         | \$ 33,341,792         | 0.00000                 |
| 2000                                   | 184,581              | 0           | 0                         | \$ 33,526,354         | 0.00000                 |
| 2001                                   | 899,348              | 0           | 0                         | \$ 34,225,700         | 0.00000                 |
| 2002                                   | 818,826              | 0           | 0                         | \$ 35,044,326         | 0.00000                 |
| 2003                                   | 432,410              | 0           | 0                         | \$ 35,474,735         | 0.00000                 |
| 2004                                   | 602,337              | 0           | 0                         | \$ 36,077,073         | 0.00000                 |
| 2005                                   | 242,723              | 0           | 0                         | \$ 36,319,795         | 0.00000                 |
| 2006                                   | 884,880              | 0           | 0                         | \$ 37,004,455         | 0.00000                 |
| 2007                                   | 137,405              | 0           | 0                         | \$ 37,141,860         | 0.00000                 |
| 2008                                   | 2,892,857            | 0           | 0                         | \$ 40,034,717         | 0.00000                 |
| 2009                                   | 0                    | 0           | 0                         | \$ 40,034,717         | 0.00000                 |
| 2010                                   | 0                    | 0           | 0                         | \$ 40,034,717         | 0.00000                 |
| 2011                                   | 0                    | 0           | 0                         | \$ 40,034,717         | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 40,034,717</b> | <b>\$ -</b> | <b>\$ -</b>               | <b>\$ 915,991,114</b> | <b>0.00000</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2011                          | 1.5               | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2010                          | 2.5               | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2009                          | 3.5               | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2008                          | 4.5               | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2007                          | 5.5               | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2006                          | 6.5               | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2005                          | 7.5               | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2004                          | 8.5               | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2003                          | 9.5               | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2002                          | 10.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2001                          | 11.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 2000                          | 12.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1999                          | 13.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1998                          | 14.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1997                          | 15.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1996                          | 16.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1995                          | 17.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1994                          | 18.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1993                          | 19.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1992                          | 20.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1991                          | 21.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1990                          | 22.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1989                          | 23.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1988                          | 24.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1987                          | 25.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1986                          | 26.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1985                          | 27.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1984                          | 28.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1983                          | 29.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1982                          | 30.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1981                          | 31.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1980                          | 32.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1979                          | 33.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1978                          | 34.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1977                          | 35.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1976                          | 36.5              | -                      | 1.00000               | 1.00000    | 23.00000                              |
| 1975                          | 37.5              | -                      | 1.00000               | 1.00000    | 22.00000                              |
| 1974                          | 38.5              | -                      | 1.00000               | 1.00000    | 21.00000                              |
| 1973                          | 39.5              | -                      | 1.00000               | 1.00000    | 20.00000                              |
| 1972                          | 40.5              | -                      | 1.00000               | 1.00000    | 19.00000                              |
| 1971                          | 41.5              | -                      | 1.00000               | 1.00000    | 18.00000                              |
| 1970                          | 42.5              | -                      | 1.00000               | 1.00000    | 17.00000                              |
| 1969                          | 43.5              | -                      | 1.00000               | 1.00000    | 16.00000                              |
| 1968                          | 44.5              | -                      | 1.00000               | 1.00000    | 15.00000                              |
| 1967                          | 45.5              | -                      | 1.00000               | 1.00000    | 14.00000                              |
| 1966                          | 46.5              | -                      | 1.00000               | 1.00000    | 13.00000                              |
| 1965                          | 47.5              | -                      | 1.00000               | 1.00000    | 12.00000                              |
| 1964                          | 48.5              | -                      | 1.00000               | 1.00000    | 11.00000                              |
| 1963                          | 49.5              | -                      | 1.00000               | 1.00000    | 10.00000                              |
| 1962                          | 50.5              | -                      | 1.00000               | 1.00000    | 9.00000                               |
| 1961                          | 51.5              | -                      | 1.00000               | 1.00000    | 8.00000                               |
| 1960                          | 52.5              | -                      | 1.00000               | 1.00000    | 7.00000                               |
| 1959                          | 53.5              | -                      | 1.00000               | 1.00000    | 6.00000                               |
| 1958                          | 54.5              | -                      | 1.00000               | 1.00000    | 5.00000                               |
| 1957                          | 55.5              | -                      | 1.00000               | 1.00000    | 4.00000                               |
| 1956                          | 56.5              | -                      | 1.00000               | 1.00000    | 3.00000                               |
| 1955                          | 57.5              | -                      | 1.00000               | 1.00000    | 2.00000                               |
| 1954                          | 58.5              | -                      | 1.00000               | 1.00000    | 1.00000                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation**  
**2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



General Plant Structures Account: 390  
 Date of Retirement (Mid Year): 2024  
 Interim Retirement Rate: 0.01388  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 11.5  
 Remaining Life (F/E + .5) = 11.5

| Development of Interim Retirement Rate |                     |                     |                  |                      |                         |
|--|---------------------|---------------------|------------------|----------------------|-------------------------|
| Activity Year                          | Additions           | Retirements         | Removal Costs    | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                   | C                   | D                | E                    | F = C/E                 |
| 1953                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1954                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1955                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1956                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1957                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1958                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1959                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1960                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1961                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1962                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1963                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1964                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1965                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1966                                   | 213,961             | 0                   | 0                | \$ 213,961           | 0.00000                 |
| 1967                                   | 0                   | 0                   | 0                | \$ 213,961           | 0.00000                 |
| 1968                                   | 2,483               | 0                   | 0                | \$ 216,444           | 0.00000                 |
| 1969                                   | 0                   | 0                   | 0                | \$ 216,444           | 0.00000                 |
| 1970                                   | 267,258             | 0                   | 0                | \$ 483,702           | 0.00000                 |
| 1971                                   | 43,988              | 0                   | 289              | \$ 527,959           | 0.00000                 |
| 1972                                   | 0                   | 4,598               | 0                | \$ 523,362           | 0.00878                 |
| 1973                                   | 21,835              | 0                   | 0                | \$ 545,197           | 0.00000                 |
| 1974                                   | 37,731              | 2,500               | 0                | \$ 580,428           | 0.00431                 |
| 1975                                   | 592                 | 0                   | 0                | \$ 581,020           | 0.00000                 |
| 1976                                   | 1,704               | 0                   | 208              | \$ 582,932           | 0.00000                 |
| 1977                                   | 3,783               | 0                   | 0                | \$ 586,715           | 0.00000                 |
| 1978                                   | 4,808               | 0                   | 0                | \$ 591,523           | 0.00000                 |
| 1979                                   | 29,345              | 3,718               | 0                | \$ 617,153           | 0.00602                 |
| 1980                                   | 1,289               | 0                   | 0                | \$ 618,422           | 0.00000                 |
| 1981                                   | 2,270,858           | 0                   | 15,858           | \$ 2,904,737         | 0.00000                 |
| 1982                                   | 190,818             | 0                   | 0                | \$ 3,095,553         | 0.00000                 |
| 1983                                   | 0                   | 61,332              | 0                | \$ 3,034,221         | 0.02021                 |
| 1984                                   | 0                   | 0                   | 0                | \$ 3,034,221         | 0.00000                 |
| 1985                                   | 148,462             | 0                   | 0                | \$ 3,182,684         | 0.00000                 |
| 1986                                   | 0                   | 0                   | 0                | \$ 3,182,684         | 0.00000                 |
| 1987                                   | 0                   | 0                   | 0                | \$ 3,182,684         | 0.00000                 |
| 1988                                   | 24,337              | 0                   | 0                | \$ 3,207,020         | 0.00000                 |
| 1989                                   | 0                   | 0                   | 0                | \$ 3,207,020         | 0.00000                 |
| 1990                                   | 1,995               | 0                   | 0                | \$ 3,209,015         | 0.00000                 |
| 1991                                   | 10,168              | 0                   | 0                | \$ 3,219,183         | 0.00000                 |
| 1992                                   | 0                   | 0                   | 0                | \$ 3,219,183         | 0.00000                 |
| 1993                                   | 0                   | 0                   | 0                | \$ 3,219,183         | 0.00000                 |
| 1994                                   | 126,550             | 5,086               | 0                | \$ 3,340,648         | 0.00152                 |
| 1995                                   | 0                   | 0                   | 0                | \$ 3,340,648         | 0.00000                 |
| 1996                                   | 0                   | 0                   | 0                | \$ 3,340,648         | 0.00000                 |
| 1997                                   | 0                   | 0                   | 0                | \$ 3,340,648         | 0.00000                 |
| 1998                                   | 10,867              | 18,258              | 0                | \$ 3,333,255         | 0.00548                 |
| 1999                                   | 4,389               | 0                   | 0                | \$ 3,337,644         | 0.00000                 |
| 2000                                   | 0                   | 984,851             | 0                | \$ 2,352,793         | 0.41859                 |
| 2001                                   | 3,972               | 1,737               | 0                | \$ 2,355,027         | 0.00074                 |
| 2002                                   | 31,276              | 1,099               | 0                | \$ 2,385,204         | 0.00046                 |
| 2003                                   | 0                   | 0                   | 0                | \$ 2,385,204         | 0.00000                 |
| 2004                                   | 3,785               | 3,781               | 0                | \$ 2,385,228         | 0.00158                 |
| 2005                                   | 199,739             | 36,488              | 0                | \$ 2,548,479         | 0.01432                 |
| 2006                                   | 10,205              | 2,514               | 0                | \$ 2,556,170         | 0.00086                 |
| 2007                                   | 10,972              | 2,873               | 0                | \$ 2,564,269         | 0.00112                 |
| 2008                                   | 4,742               | -120                | 0                | \$ 2,569,131         | -0.00005                |
| 2009                                   | 283,205             | 0                   | 0                | \$ 2,832,336         | 0.00000                 |
| 2010                                   | 4,039               | 0                   | 0                | \$ 2,838,375         | 0.00000                 |
| 2011                                   | 1,560,508           | 258,221             | 0                | \$ 4,138,862         | 0.08239                 |
| <b>TOTAL</b>                           | <b>\$ 5,509,442</b> | <b>\$ 1,388,914</b> | <b>\$ 18,134</b> | <b>\$ 99,938,974</b> | <b>0.01388</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.01388                | 0.98612               | 0.99306    | 10.89484                              |
| 2011                          | 1.5               | 0.01388                | 0.98612               | 0.97928    | 10.74345                              |
| 2010                          | 2.5               | 0.01388                | 0.98612               | 0.96589    | 10.59435                              |
| 2009                          | 3.5               | 0.01388                | 0.98612               | 0.95229    | 10.44733                              |
| 2008                          | 4.5               | 0.01388                | 0.98612               | 0.93907    | 10.30235                              |
| 2007                          | 5.5               | 0.01388                | 0.98612               | 0.92604    | 10.15937                              |
| 2006                          | 6.5               | 0.01388                | 0.98612               | 0.91319    | 10.01839                              |
| 2005                          | 7.5               | 0.01388                | 0.98612               | 0.90052    | 9.87935                               |
| 2004                          | 8.5               | 0.01388                | 0.98612               | 0.88802    | 9.74225                               |
| 2003                          | 9.5               | 0.01388                | 0.98612               | 0.87570    | 9.60705                               |
| 2002                          | 10.5              | 0.01388                | 0.98612               | 0.86354    | 9.47373                               |
| 2001                          | 11.5              | 0.01388                | 0.98612               | 0.85156    | 9.34228                               |
| 2000                          | 12.5              | 0.01388                | 0.98612               | 0.83974    | 9.21281                               |
| 1999                          | 13.5              | 0.01388                | 0.98612               | 0.82809    | 9.08476                               |
| 1998                          | 14.5              | 0.01388                | 0.98612               | 0.81660    | 8.95869                               |
| 1997                          | 15.5              | 0.01388                | 0.98612               | 0.80526    | 8.83436                               |
| 1996                          | 16.5              | 0.01388                | 0.98612               | 0.79409    | 8.71178                               |
| 1995                          | 17.5              | 0.01388                | 0.98612               | 0.78307    | 8.59088                               |
| 1994                          | 18.5              | 0.01388                | 0.98612               | 0.77220    | 8.47164                               |
| 1993                          | 19.5              | 0.01388                | 0.98612               | 0.76149    | 8.35408                               |
| 1992                          | 20.5              | 0.01388                | 0.98612               | 0.75092    | 8.23814                               |
| 1991                          | 21.5              | 0.01388                | 0.98612               | 0.74050    | 8.12382                               |
| 1990                          | 22.5              | 0.01388                | 0.98612               | 0.73022    | 8.01108                               |
| 1989                          | 23.5              | 0.01388                | 0.98612               | 0.72009    | 7.89990                               |
| 1988                          | 24.5              | 0.01388                | 0.98612               | 0.71009    | 7.79027                               |
| 1987                          | 25.5              | 0.01388                | 0.98612               | 0.70024    | 7.68218                               |
| 1986                          | 26.5              | 0.01388                | 0.98612               | 0.69052    | 7.57555                               |
| 1985                          | 27.5              | 0.01388                | 0.98612               | 0.68094    | 7.47042                               |
| 1984                          | 28.5              | 0.01388                | 0.98612               | 0.67149    | 7.36675                               |
| 1983                          | 29.5              | 0.01388                | 0.98612               | 0.66217    | 7.26452                               |
| 1982                          | 30.5              | 0.01388                | 0.98612               | 0.65298    | 7.16370                               |
| 1981                          | 31.5              | 0.01388                | 0.98612               | 0.64392    | 7.06429                               |
| 1980                          | 32.5              | 0.01388                | 0.98612               | 0.63498    | 6.96625                               |
| 1979                          | 33.5              | 0.01388                | 0.98612               | 0.62617    | 6.86958                               |
| 1978                          | 34.5              | 0.01388                | 0.98612               | 0.61748    | 6.77424                               |
| 1977                          | 35.5              | 0.01388                | 0.98612               | 0.60891    | 6.68023                               |
| 1976                          | 36.5              | 0.01388                | 0.98612               | 0.60046    | 6.58753                               |
| 1975                          | 37.5              | 0.01388                | 0.98612               | 0.59213    | 6.49611                               |
| 1974                          | 38.5              | 0.01388                | 0.98612               | 0.58391    | 6.40596                               |
| 1973                          | 39.5              | 0.01388                | 0.98612               | 0.57581    | 6.31708                               |
| 1972                          | 40.5              | 0.01388                | 0.98612               | 0.56782    | 6.22939                               |
| 1971                          | 41.5              | 0.01388                | 0.98612               | 0.55994    | 6.14294                               |
| 1970                          | 42.5              | 0.01388                | 0.98612               | 0.55217    | 6.05769                               |
| 1969                          | 43.5              | 0.01388                | 0.98612               | 0.54450    | 5.97363                               |
| 1968                          | 44.5              | 0.01388                | 0.98612               | 0.53695    | 5.89073                               |
| 1967                          | 45.5              | 0.01388                | 0.98612               | 0.52950    | 5.80898                               |
| 1966                          | 46.5              | 0.01388                | 0.98612               | 0.52215    | 5.72836                               |
| 1965                          | 47.5              | 0.01388                | 0.98612               | 0.51490    | 5.64887                               |
| 1964                          | 48.5              | 0.01388                | 0.98612               | 0.50776    | 5.57041                               |
| 1963                          | 49.5              | 0.01388                | 0.98612               | 0.50071    | 5.49300                               |
| 1962                          | 50.5              | 0.01388                | 0.98612               | 0.49376    | 5.41664                               |
| 1961                          | 51.5              | 0.01388                | 0.98612               | 0.48691    | 5.34133                               |
| 1960                          | 52.5              | 0.01388                | 0.98612               | 0.48015    | 5.26706                               |
| 1959                          | 53.5              | 0.01388                | 0.98612               | 0.47349    | 5.19383                               |
| 1958                          | 54.5              | 0.01388                | 0.98612               | 0.46692    | 5.12164                               |
| 1957                          | 55.5              | 0.01388                | 0.98612               | 0.46044    | 5.05049                               |
| 1956                          | 56.5              | 0.01388                | 0.98612               | 0.45405    | 4.98038                               |
| 1955                          | 57.5              | 0.01388                | 0.98612               | 0.44775    | 4.91131                               |
| 1954                          | 58.5              | 0.01388                | 0.98612               | 0.44153    | 4.84324                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life -.5) values

**Big Rivers Electric Corporation  
2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



General Plant Office Furniture & Equipment Account: 391.0, 391.6, 391.7

Date of Retirement (Mid Year): 2018  
 Interim Retirement Rate: 2.43677  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 6.0  
 Remaining Life (F/E + .5) = 2.42

| Development of Interim Retirement Rate |                   |                     |               |                      |                         |
|--|-------------------|---------------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions         | Retirements         | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                 | C                   | D             | E                    | F = C / E               |
| 1953                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1966                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1967                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1968                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1969                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1970                                   | 0                 | 0                   | 0             | \$ -                 | 0.00000                 |
| 1971                                   | 1,873             | 0                   | 0             | \$ 1,873             | 0.00000                 |
| 1972                                   | 0                 | 0                   | 0             | \$ 1,873             | 0.00000                 |
| 1973                                   | 0                 | 0                   | 0             | \$ 1,873             | 0.00000                 |
| 1974                                   | 3,825             | 0                   | 0             | \$ 5,699             | 0.00000                 |
| 1975                                   | 0                 | 0                   | 0             | \$ 5,699             | 0.00000                 |
| 1976                                   | 0                 | 0                   | 0             | \$ 5,699             | 0.00000                 |
| 1977                                   | 502               | 0                   | 80            | \$ 8,281             | 0.00000                 |
| 1978                                   | 10,533            | 1,444               | 864           | \$ 16,034            | 0.08004                 |
| 1979                                   | 3,276             | 6,879               | 0             | \$ 12,431            | 0.55343                 |
| 1980                                   | 4,835             | 3,291               | 0             | \$ 13,775            | 0.23892                 |
| 1981                                   | 18,913            | 2,175               | 0             | \$ 30,512            | 0.07128                 |
| 1982                                   | 32,904            | 11,112              | 0             | \$ 52,305            | 0.21244                 |
| 1983                                   | 14,814            | 12,216              | 0             | \$ 54,902            | 0.22251                 |
| 1984                                   | 52,080            | 12,836              | 83            | \$ 94,208            | 0.13828                 |
| 1985                                   | 817               | 9,831               | 0             | \$ 85,193            | 0.11305                 |
| 1986                                   | 5,651             | 38,283              | 0             | \$ 52,551            | 0.72868                 |
| 1987                                   | 44,954            | 18,352              | 0             | \$ 79,153            | 0.23186                 |
| 1988                                   | 15,044            | 58,299              | 0             | \$ 35,898            | 1.62403                 |
| 1989                                   | 7,003             | 48,703              | 0             | \$ -                 | 0.00000                 |
| 1990                                   | 41,091            | 74,156              | 0             | \$ -                 | 0.00000                 |
| 1991                                   | 43,889            | 86,235              | 0             | \$ -                 | 0.00000                 |
| 1992                                   | 18,817            | 79,202              | 0             | \$ -                 | 0.00000                 |
| 1993                                   | 23,789            | 9,177               | 0             | \$ 14,812            | 0.82804                 |
| 1994                                   | 1,885             | 84,558              | 0             | \$ -                 | 0.00000                 |
| 1995                                   | 15,609            | 7,290               | 0             | \$ 8,318             | 0.87839                 |
| 1996                                   | 1,360             | 32,731              | 0             | \$ -                 | 0.00000                 |
| 1997                                   | 5,099             | 5,122               | 0             | \$ -                 | 0.00000                 |
| 1998                                   | 5,434             | 823,912             | 0             | \$ -                 | 0.00000                 |
| 1999                                   | 1,662             | 610,952             | 0             | \$ -                 | 0.00000                 |
| 2000                                   | 5,735             | 253,451             | 0             | \$ -                 | 0.00000                 |
| 2001                                   | 970               | 164,948             | 0             | \$ -                 | 0.00000                 |
| 2002                                   | 7,514             | 98,450              | 0             | \$ -                 | 0.00000                 |
| 2003                                   | 5,377             | 22,360              | 0             | \$ -                 | 0.00000                 |
| 2004                                   | 38,604            | 59,688              | 0             | \$ -                 | 0.00000                 |
| 2005                                   | 5,183             | 60,703              | 0             | \$ -                 | 0.00000                 |
| 2006                                   | 9,433             | 5,129               | 0             | \$ 4,304             | 1.19158                 |
| 2007                                   | 36,882            | 22,689              | 0             | \$ 18,498            | 1.22657                 |
| 2008                                   | 35,410            | 25,457              | 0             | \$ 28,450            | 0.89482                 |
| 2009                                   | 96,149            | 4,748               | 0             | \$ 119,851           | 0.03961                 |
| 2010                                   | 57,224            | 47,868              | 0             | \$ 129,387           | 0.38857                 |
| 2011                                   | 173,132           | 22,733              | 0             | \$ 279,766           | 0.08125                 |
| <b>TOTAL</b>                           | <b>\$ 846,491</b> | <b>\$ 2,824,621</b> | <b>\$ 806</b> | <b>\$ 1,159,165</b>  | <b>2.43677</b>          |

| Interim Retirement Life Table   |                   |                        |                       |            |                                       |
|---|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant (1) |
| A   | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012  | 0.5               | 2.43677                | (1.43677)             | (0)        | (0)                                   |
| 2011  | 1.5               | 2.43677                | (1.43677)             | 0          | 1                                     |
| 2010  | 2.5               | 2.43677                | (1.43677)             | (0)        | (1)                                   |
| 2009  | 3.5               | 2.43677                | (1.43677)             | 1          | 1                                     |
| 2008  | 4.5               | 2.43677                | (1.43677)             | (1)        | (2)                                   |
| 2007  | 5.5               | 2.43677                | (1.43677)             | 1          | 3                                     |
| 2006  | 6.5               | 2.43677                | (1.43677)             | (2)        | (4)                                   |
| 2005  | 7.5               | 2.43677                | (1.43677)             | 3          | 5                                     |
| 2004  | 8.5               | 2.43677                | (1.43677)             | (4)        | (8)                                   |
| 2003  | 9.5               | 2.43677                | (1.43677)             | 6          | 11                                    |
| 2002  | 10.5              | 2.43677                | (1.43677)             | (8)        | (16)                                  |
| 2001  | 11.5              | 2.43677                | (1.43677)             | 12         | 23                                    |
| 2000  | 12.5              | 2.43677                | (1.43677)             | (17)       | (32)                                  |
| 1999  | 13.5              | 2.43677                | (1.43677)             | 24         | 47                                    |
| 1998  | 14.5              | 2.43677                | (1.43677)             | (35)       | (67)                                  |
| 1997  | 15.5              | 2.43677                | (1.43677)             | 50         | 98                                    |
| 1996  | 16.5              | 2.43677                | (1.43677)             | (72)       | (138)                                 |
| 1995  | 17.5              | 2.43677                | (1.43677)             | 103        | 199                                   |
| 1994  | 18.5              | 2.43677                | (1.43677)             | (149)      | (288)                                 |
| 1993  | 19.5              | 2.43677                | (1.43677)             | 214        | 411                                   |
| 1992  | 20.5              | 2.43677                | (1.43677)             | (307)      | (590)                                 |
| 1991  | 21.5              | 2.43677                | (1.43677)             | 441        | 848                                   |
| 1990  | 22.5              | 2.43677                | (1.43677)             | (634)      | (1,218)                               |
| 1989  | 23.5              | 2.43677                | (1.43677)             | 9.10E+02   | 1,750                                 |
| 1988  | 24.5              | 2.43677                | (1.43677)             | -1.31E+03  | (2,515)                               |
| 1987  | 25.5              | 2.43677                | (1.43677)             | 1.88E+03   | 3,613                                 |
| 1986  | 26.5              | 2.43677                | (1.43677)             | -2.70E+03  | (5,191)                               |
| 1985  | 27.5              | 2.43677                | (1.43677)             | 3.88E+03   | 7,459                                 |
| 1984  | 28.5              | 2.43677                | (1.43677)             | -5.57E+03  | (10,717)                              |
| 1983  | 29.5              | 2.43677                | (1.43677)             | 8.01E+03   | 15,398                                |
| 1982  | 30.5              | 2.43677                | (1.43677)             | -1.15E+04  | (22,123)                              |
| 1981  | 31.5              | 2.43677                | (1.43677)             | 1.65E+04   | 31,788                                |
| 1980  | 32.5              | 2.43677                | (1.43677)             | -2.37E+04  | (45,669)                              |
| 1979  | 33.5              | 2.43677                | (1.43677)             | 3.41E+04   | 65,818                                |
| 1978  | 34.5              | 2.43677                | (1.43677)             | -4.90E+04  | (94,275)                              |
| 1977  | 35.5              | 2.43677                | (1.43677)             | 7.04E+04   | 135,452                               |
| 1976  | 36.5              | 2.43677                | (1.43677)             | -1.01E+05  | (194,614)                             |
| 1975  | 37.5              | 2.43677                | (1.43677)             | 1.45E+05   | 279,616                               |
| 1974  | 38.5              | 2.43677                | (1.43677)             | -2.09E+05  | (401,744)                             |
| 1973  | 39.5              | 2.43677                | (1.43677)             | 3.00E+05   | 577,215                               |
| 1972  | 40.5              | 2.43677                | (1.43677)             | -4.31E+05  | (829,327)                             |
| 1971  | 41.5              | 2.43677                | (1.43677)             | 6.20E+05   | 1,191,554                             |
| 1970  | 42.5              | 2.43677                | (1.43677)             | -8.90E+05  | (1,711,993)                           |
| 1969  | 43.5              | 2.43677                | (1.43677)             | 1.28E+06   | 2,459,744                             |
| 1968  | 44.5              | 2.43677                | (1.43677)             | -1.84E+06  | (3,534,093)                           |
| 1967  | 45.5              | 2.43677                | (1.43677)             | 2.84E+06   | 5,077,889                             |
| 1966  | 46.5              | 2.43677                | (1.43677)             | -3.78E+06  | (7,295,485)                           |
| 1965  | 47.5              | 2.43677                | (1.43677)             | 5.45E+06   | 10,481,954                            |
| 1964  | 48.5              | 2.43677                | (1.43677)             | -7.83E+06  | (15,060,188)                          |
| 1963  | 49.5              | 2.43677                | (1.43677)             | 1.13E+07   | 21,838,085                            |
| 1962  | 50.5              | 2.43677                | (1.43677)             | -1.62E+07  | (31,086,982)                          |
| 1961  | 51.5              | 2.43677                | (1.43677)             | 2.32E+07   | 44,667,801                            |
| 1960  | 52.5              | 2.43677                | (1.43677)             | -3.34E+07  | (64,177,478)                          |
| 1959  | 53.5              | 2.43677                | (1.43677)             | 4.80E+07   | 92,208,451                            |
| 1958  | 54.5              | 2.43677                | (1.43677)             | -6.89E+07  | (132,482,588)                         |
| 1957  | 55.5              | 2.43677                | (1.43677)             | 9.90E+07   | 190,347,370                           |
| 1956  | 56.5              | 2.43677                | (1.43677)             | -1.42E+08  | (332,566,439)                         |
| 1955  | 57.5              | 2.43677                | (1.43677)             | 2.04E+08   | 421,815,041                           |
| 1954  | 58.5              | 2.43677                | (1.43677)             | -2.94E+08  | (614,815,041)                         |
| [1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values |                   |                        |                       |            |                                       |

# Big Rivers Electric Corporation 2012 Depreciation Rate Study - Interim Retirement Rate Analysis



General Plant Computer System 34 Account: 391.2  
 Date of Retirement (Mid Year): 2019  
 Interim Retirement Rate: 0.15077  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 7.0  
 Remaining Life (F/E + .5) = 4.8

| Development of Interim Retirement Rate |                      |                     |               |                      |                         |
|--|----------------------|---------------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions            | Retirements         | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                    | C                   | D             | E                    | F = C / E               |
| 1953                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1966                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1967                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1968                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1969                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1970                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1971                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1972                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1973                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1974                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1975                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1976                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1977                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1978                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1979                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1980                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1981                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1982                                   | 0                    | 0                   | 0             | \$ -                 | 0.00000                 |
| 1983                                   | 20,178               | 0                   | 0             | \$ 20,178            | 0.00000                 |
| 1984                                   | 11,301               | 0                   | 0             | \$ 31,478            | 0.00000                 |
| 1985                                   | 566                  | 0                   | 0             | \$ 32,045            | 0.00000                 |
| 1986                                   | 10,031               | 6,339               | 0             | \$ 35,736            | 0.17740                 |
| 1987                                   | 10,070               | 102,442             | 0             | \$ -                 | 0.00000                 |
| 1988                                   | 2,044                | 348,449             | 0             | \$ -                 | 0.00000                 |
| 1989                                   | 68,513               | 96,391              | 0             | \$ -                 | 0.00000                 |
| 1990                                   | 10,095               | 584,760             | 0             | \$ -                 | 0.00000                 |
| 1991                                   | 152,299              | 26,119              | 0             | \$ 126,180           | 0.20700                 |
| 1992                                   | 29,619               | 185,213             | 0             | \$ -                 | 0.00000                 |
| 1993                                   | 35,184               | 192,882             | 0             | \$ -                 | 0.00000                 |
| 1994                                   | 38,603               | 124,760             | 0             | \$ -                 | 0.00000                 |
| 1995                                   | 12,888               | 36,495              | 0             | \$ -                 | 0.00000                 |
| 1996                                   | 24,780               | 50,601              | 0             | \$ -                 | 0.00000                 |
| 1997                                   | 69,444               | 0                   | 0             | \$ 69,444            | 0.00000                 |
| 1998                                   | 104,612              | 826,943             | 0             | \$ -                 | 0.00000                 |
| 1999                                   | 6,579                | 921,279             | 0             | \$ -                 | 0.00000                 |
| 2000                                   | 161,462              | 239,043             | 0             | \$ -                 | 0.00000                 |
| 2001                                   | 171,377              | 832,084             | 0             | \$ -                 | 0.00000                 |
| 2002                                   | 280,880              | 35,782              | 0             | \$ 244,899           | 0.14811                 |
| 2003                                   | 195,951              | 17,817              | 0             | \$ 423,032           | 0.04212                 |
| 2004                                   | 1,866,261            | 503,288             | 0             | \$ 1,786,007         | 0.28179                 |
| 2005                                   | 1,235,236            | 542,314             | 0             | \$ 2,478,929         | 0.21877                 |
| 2006                                   | 709,512              | 80,829              | 0             | \$ 3,107,813         | 0.02801                 |
| 2007                                   | 417,952              | 333,455             | 0             | \$ 3,192,110         | 0.10448                 |
| 2008                                   | 943,959              | 205,735             | 0             | \$ 3,930,334         | 0.05235                 |
| 2009                                   | 371,495              | 125,711             | 0             | \$ 4,178,118         | 0.03010                 |
| 2010                                   | 452,166              | 88,697              | 0             | \$ 4,539,587         | 0.01854                 |
| 2011                                   | 13,099,021           | 0                   | 0             | \$ 17,838,608        | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 20,511,837</b> | <b>\$ 6,307,204</b> | <b>\$ -</b>   | <b>\$ 41,832,299</b> | <b>0.15077</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.15077                | 0.84923               | 0.82461    | 4.01147                               |
| 2011                          | 1.5               | 0.15077                | 0.84923               | 0.78521    | 3.40664                               |
| 2010                          | 2.5               | 0.15077                | 0.84923               | 0.66882    | 2.89301                               |
| 2009                          | 3.5               | 0.15077                | 0.84923               | 0.56828    | 2.45682                               |
| 2008                          | 4.5               | 0.15077                | 0.84923               | 0.48090    | 2.08640                               |
| 2007                          | 5.5               | 0.15077                | 0.84923               | 0.40839    | 1.77183                               |
| 2006                          | 6.5               | 0.15077                | 0.84923               | 0.34882    | 1.50468                               |
| 2005                          | 7.5               | 0.15077                | 0.84923               | 0.29453    | 1.27781                               |
| 2004                          | 8.5               | 0.15077                | 0.84923               | 0.25012    | 1.08515                               |
| 2003                          | 9.5               | 0.15077                | 0.84923               | 0.21241    | 0.92154                               |
| 2002                          | 10.5              | 0.15077                | 0.84923               | 0.18038    | 0.78280                               |
| 2001                          | 11.5              | 0.15077                | 0.84923               | 0.15319    | 0.66460                               |
| 2000                          | 12.5              | 0.15077                | 0.84923               | 0.13009    | 0.56440                               |
| 1999                          | 13.5              | 0.15077                | 0.84923               | 0.11048    | 0.47930                               |
| 1998                          | 14.5              | 0.15077                | 0.84923               | 0.09382    | 0.40704                               |
| 1997                          | 15.5              | 0.15077                | 0.84923               | 0.07967    | 0.34567                               |
| 1996                          | 16.5              | 0.15077                | 0.84923               | 0.06766    | 0.29355                               |
| 1995                          | 17.5              | 0.15077                | 0.84923               | 0.05746    | 0.24929                               |
| 1994                          | 18.5              | 0.15077                | 0.84923               | 0.04880    | 0.21170                               |
| 1993                          | 19.5              | 0.15077                | 0.84923               | 0.04144    | 0.17978                               |
| 1992                          | 20.5              | 0.15077                | 0.84923               | 0.03519    | 0.15268                               |
| 1991                          | 21.5              | 0.15077                | 0.84923               | 0.02989    | 0.12968                               |
| 1990                          | 22.5              | 0.15077                | 0.84923               | 0.02538    | 0.11011                               |
| 1989                          | 23.5              | 0.15077                | 0.84923               | 0.02155    | 0.09351                               |
| 1988                          | 24.5              | 0.15077                | 0.84923               | 0.01830    | 0.07941                               |
| 1987                          | 25.5              | 0.15077                | 0.84923               | 0.01554    | 0.06744                               |
| 1986                          | 26.5              | 0.15077                | 0.84923               | 0.01320    | 0.05727                               |
| 1985                          | 27.5              | 0.15077                | 0.84923               | 0.01121    | 0.04863                               |
| 1984                          | 28.5              | 0.15077                | 0.84923               | 0.00952    | 0.04130                               |
| 1983                          | 29.5              | 0.15077                | 0.84923               | 0.00808    | 0.03507                               |
| 1982                          | 30.5              | 0.15077                | 0.84923               | 0.00687    | 0.02979                               |
| 1981                          | 31.5              | 0.15077                | 0.84923               | 0.00583    | 0.02529                               |
| 1980                          | 32.5              | 0.15077                | 0.84923               | 0.00495    | 0.02148                               |
| 1979                          | 33.5              | 0.15077                | 0.84923               | 0.00420    | 0.01824                               |
| 1978                          | 34.5              | 0.15077                | 0.84923               | 0.00357    | 0.01549                               |
| 1977                          | 35.5              | 0.15077                | 0.84923               | 0.00303    | 0.01316                               |
| 1976                          | 36.5              | 0.15077                | 0.84923               | 0.00258    | 0.01117                               |
| 1975                          | 37.5              | 0.15077                | 0.84923               | 0.00219    | 0.00949                               |
| 1974                          | 38.5              | 0.15077                | 0.84923               | 0.00186    | 0.00806                               |
| 1973                          | 39.5              | 0.15077                | 0.84923               | 0.00158    | 0.00684                               |
| 1972                          | 40.5              | 0.15077                | 0.84923               | 0.00134    | 0.00581                               |
| 1971                          | 41.5              | 0.15077                | 0.84923               | 0.00114    | 0.00493                               |
| 1970                          | 42.5              | 0.15077                | 0.84923               | 0.00097    | 0.00419                               |
| 1969                          | 43.5              | 0.15077                | 0.84923               | 0.00082    | 0.00356                               |
| 1968                          | 44.5              | 0.15077                | 0.84923               | 0.00070    | 0.00302                               |
| 1967                          | 45.5              | 0.15077                | 0.84923               | 0.00059    | 0.00257                               |
| 1966                          | 46.5              | 0.15077                | 0.84923               | 0.00050    | 0.00218                               |
| 1965                          | 47.5              | 0.15077                | 0.84923               | 0.00043    | 0.00185                               |
| 1964                          | 48.5              | 0.15077                | 0.84923               | 0.00036    | 0.00157                               |
| 1963                          | 49.5              | 0.15077                | 0.84923               | 0.00031    | 0.00133                               |
| 1962                          | 50.5              | 0.15077                | 0.84923               | 0.00026    | 0.00113                               |
| 1961                          | 51.5              | 0.15077                | 0.84923               | 0.00022    | 0.00091                               |
| 1960                          | 52.5              | 0.15077                | 0.84923               | 0.00019    | 0.00072                               |
| 1959                          | 53.5              | 0.15077                | 0.84923               | 0.00016    | 0.00056                               |
| 1958                          | 54.5              | 0.15077                | 0.84923               | 0.00014    | 0.00043                               |
| 1957                          | 55.5              | 0.15077                | 0.84923               | 0.00012    | 0.00031                               |
| 1956                          | 56.5              | 0.15077                | 0.84923               | 0.00010    | 0.00021                               |
| 1955                          | 57.5              | 0.15077                | 0.84923               | 0.00008    | 0.00013                               |
| 1954                          | 58.5              | 0.15077                | 0.84923               | 0.00007    | 0.00006                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation  
2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



General Plant Vehicles General Account: 382.2  
 Date of Retirement (Mid Year): 2015  
 Interim Retirement Rate: 1.13891  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 3.0  
 Remaining Life (F/E + .5) = 0.4

| Development of Interim Retirement Rate |                     |                     |                           |                      |                         |
|--|---------------------|---------------------|---------------------------|----------------------|-------------------------|
| Activity Year                          | Additions           | Retirements         | Adjustments and Transfers | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                   | C                   | D                         | E                    | F = C / E               |
| 1953                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1954                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1955                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1956                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1957                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1958                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1959                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1960                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1961                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1962                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1963                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1964                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1965                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1966                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1967                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1968                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1969                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1970                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1971                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1972                                   | 0                   | 0                   | 0                         | \$ -                 | 0.00000                 |
| 1973                                   | 5,547               | 0                   | 0                         | \$ 5,547             | 0.00000                 |
| 1974                                   | 0                   | 0                   | 0                         | \$ 5,547             | 0.00000                 |
| 1975                                   | 0                   | 0                   | 0                         | \$ 5,547             | 0.00000                 |
| 1976                                   | 0                   | 3,818               | 0                         | \$ 1,731             | 2.20427                 |
| 1977                                   | 0                   | 20,858              | 0                         | \$ -                 | 0.00000                 |
| 1978                                   | 5,200               | 25,542              | 0                         | \$ -                 | 0.00000                 |
| 1979                                   | 4,459               | 50,825              | 0                         | \$ -                 | 0.00000                 |
| 1980                                   | 0                   | 87,299              | 0                         | \$ -                 | 0.00000                 |
| 1981                                   | 6,870               | 29,321              | 0                         | \$ -                 | 0.00000                 |
| 1982                                   | 3,075               | 50,194              | 0                         | \$ -                 | 0.00000                 |
| 1983                                   | 3,718               | 67,323              | 0                         | \$ -                 | 0.00000                 |
| 1984                                   | 0                   | 69,038              | 0                         | \$ -                 | 0.00000                 |
| 1985                                   | 0                   | 156,989             | 0                         | \$ -                 | 0.00000                 |
| 1986                                   | 0                   | 168,888             | 0                         | \$ -                 | 0.00000                 |
| 1987                                   | 1,727               | 31,901              | 0                         | \$ -                 | 0.00000                 |
| 1988                                   | 0                   | 103,137             | 0                         | \$ -                 | 0.00000                 |
| 1989                                   | 0                   | 107,488             | 0                         | \$ -                 | 0.00000                 |
| 1990                                   | 0                   | 197,186             | 0                         | \$ -                 | 0.00000                 |
| 1991                                   | 11,036              | 265,309             | 0                         | \$ -                 | 0.00000                 |
| 1992                                   | 0                   | 204,469             | 0                         | \$ -                 | 0.00000                 |
| 1993                                   | 6,201               | 59,955              | 0                         | \$ -                 | 0.00000                 |
| 1994                                   | 2,953               | 130,235             | 0                         | \$ -                 | 0.00000                 |
| 1995                                   | 0                   | 85,465              | 0                         | \$ -                 | 0.00000                 |
| 1996                                   | 32,532              | 50,415              | 0                         | \$ -                 | 0.00000                 |
| 1997                                   | 0                   | 77,751              | 0                         | \$ -                 | 0.00000                 |
| 1998                                   | 148,830             | 1,381,184           | 0                         | \$ -                 | 0.00000                 |
| 1999                                   | 3,085               | 32,959              | 0                         | \$ -                 | 0.00000                 |
| 2000                                   | 83,659              | 66,492              | 0                         | \$ 17,187            | 3.87322                 |
| 2001                                   | 92,501              | 86,715              | 0                         | \$ 42,953            | 1.55321                 |
| 2002                                   | 174,304             | 198,182             | 0                         | \$ 21,078            | 8.30847                 |
| 2003                                   | 96,439              | 86,515              | 0                         | \$ 31,000            | 2.79085                 |
| 2004                                   | 120,127             | 17,128              | 0                         | \$ 133,998           | 0.12782                 |
| 2005                                   | 114,895             | 46,858              | 0                         | \$ 202,235           | 0.23071                 |
| 2006                                   | 86,285              | 87,321              | 0                         | \$ 221,179           | 0.30437                 |
| 2007                                   | 102,370             | 125,847             | 0                         | \$ 197,902           | 0.83489                 |
| 2008                                   | 213,902             | 72,235              | 0                         | \$ 339,589           | 0.21272                 |
| 2009                                   | 317,874             | 36,898              | 0                         | \$ 620,748           | 0.05912                 |
| 2010                                   | 217,981             | 19,629              | 0                         | \$ 819,078           | 0.02398                 |
| 2011                                   | 217,912             | 0                   | 0                         | \$ 1,038,990         | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 2,073,419</b> | <b>\$ 4,216,554</b> | <b>\$ -</b>               | <b>\$ 3,702,266</b>  | <b>1.13891</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 1.13891                | (0.13891)             | 0.43054    | (0.05249)                             |
| 2011                          | 1.5               | 1.13891                | (0.13891)             | (0.05981)  | 0.00729                               |
| 2010                          | 2.5               | 1.13891                | (0.13891)             | 0.00831    | (0.00101)                             |
| 2009                          | 3.5               | 1.13891                | (0.13891)             | (0.00115)  | 0.00014                               |
| 2008                          | 4.5               | 1.13891                | (0.13891)             | 0.00018    | (0.00002)                             |
| 2007                          | 5.5               | 1.13891                | (0.13891)             | (0.00002)  | 0.00000                               |
| 2006                          | 6.5               | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 2005                          | 7.5               | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 2004                          | 8.5               | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 2003                          | 9.5               | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 2002                          | 10.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 2001                          | 11.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 2000                          | 12.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1999                          | 13.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1998                          | 14.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1997                          | 15.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1996                          | 16.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1995                          | 17.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1994                          | 18.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1993                          | 19.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1992                          | 20.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1991                          | 21.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1990                          | 22.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1989                          | 23.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1988                          | 24.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1987                          | 25.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1986                          | 26.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1985                          | 27.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1984                          | 28.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1983                          | 29.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1982                          | 30.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1981                          | 31.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1980                          | 32.5              | 1.13891                | (0.13891)             | 0.00000    | (0.00000)                             |
| 1979                          | 33.5              | 1.13891                | (0.13891)             | (0.00000)  | 0.00000                               |
| 1978                          | 34.5              | 1.13891                | (0.13891)             | 0.00       | (0.00000)                             |
| 1977                          | 35.5              | 1.13891                | (0.13891)             | (0.00)     | 0.00000                               |
| 1976                          | 36.5              | 1.13891                | (0.13891)             | 0.00       | (0.00000)                             |
| 1975                          | 37.5              | 1.13891                | (0.13891)             | (0.00)     | 0.00000                               |
| 1974                          | 38.5              | 1.13891                | (0.13891)             | 0.00       | (0.00000)                             |
| 1973                          | 39.5              | 1.13891                | (0.13891)             | (0.00)     | 0.00000                               |
| 1972                          | 40.5              | 1.13891                | (0.13891)             | 0.00       | (0.00000)                             |
| 1971                          | 41.5              | 1.13891                | (0.13891)             | (0.00)     | 0.00000                               |
| 1970                          | 42.5              | 1.13891                | (0.13891)             | 0.00       | (0.00000)                             |
| 1969                          | 43.5              | 1.13891                | (0.13891)             | (0.00)     | 0.00000                               |
| 1968                          | 44.5              | 1.13891                | (0.13891)             | 0.00       | (0.00000)                             |
| 1967                          | 45.5              | 1.13891                | (0.13891)             | (0.00)     | 0.00000                               |
| 1966                          | 46.5              | 1.13891                | (0.13891)             | 0.00       | (0.00000)                             |
| 1965                          | 47.5              | 1.13891                | (0.13891)             | (0.00)     | 0.00000                               |
| 1964                          | 48.5              | 1.13891                | (0.13891)             | 0.00       | (0.00000)                             |
| 1963                          | 49.5              | 1.13891                | (0.13891)             | (0.00)     | 0.00000                               |
| 1962                          | 50.5              | 1.13891                | (0.13891)             | 0.00       | (0.00000)                             |
| 1961                          | 51.5              | 1.13891                | (0.13891)             | (0.00)     | 0.00000                               |
| 1960                          | 52.5              | 1.13891                | (0.13891)             | 0          | (0.00000)                             |
| 1959                          | 53.5              | 1.13891                | (0.13891)             | (0)        | 0.00000                               |
| 1958                          | 54.5              | 1.13891                | (0.13891)             | 0          | (0.00000)                             |
| 1957                          | 55.5              | 1.13891                | (0.13891)             | (0)        | 0.00000                               |
| 1956                          | 56.5              | 1.13891                | (0.13891)             | 0          | (0.00000)                             |
| 1955                          | 57.5              | 1.13891                | (0.13891)             | (0)        | 0.00000                               |
| 1954                          | 58.5              | 1.13891                | (0.13891)             | 0          | (0.00000)                             |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation  
2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



General Plant Vehicles Transmission Account: 392.3  
 Date of Retirement (Mid Year): 2017  
 Interim Retirement Rate: 0.10108  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 5.0  
 Remaining Life (F/E + .5) = 4.7

| Development of Interim Retirement Rate |                     |                   |                           |                      |                         |
|--|---------------------|-------------------|---------------------------|----------------------|-------------------------|
| Activity Year                          | Additions           | Retirements       | Adjustments and Transfers | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                   | C                 | D                         | E                    | F = C / E               |
| 1953                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1954                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1955                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1956                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1957                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1958                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1959                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1960                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1961                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1962                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1963                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1964                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1965                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1966                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1967                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1968                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1969                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1970                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1971                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1972                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1973                                   | 13,937              | 0                 | 0                         | \$ 13,937            | 0.00000                 |
| 1974                                   | 0                   | 0                 | 0                         | \$ 13,937            | 0.00000                 |
| 1975                                   | 0                   | 0                 | 0                         | \$ 13,937            | 0.00000                 |
| 1976                                   | 0                   | 0                 | 0                         | \$ 13,937            | 0.00000                 |
| 1977                                   | 0                   | 0                 | 0                         | \$ 13,937            | 0.00000                 |
| 1978                                   | 0                   | 0                 | 0                         | \$ 13,937            | 0.00000                 |
| 1979                                   | 0                   | 0                 | 0                         | \$ 13,937            | 0.00000                 |
| 1980                                   | 0                   | 0                 | 0                         | \$ 13,937            | 0.00000                 |
| 1981                                   | 3,000               | 0                 | 0                         | \$ 16,937            | 0.00000                 |
| 1982                                   | 0                   | 0                 | 0                         | \$ 16,937            | 0.00000                 |
| 1983                                   | 0                   | 49,839            | 0                         | \$ -                 | 0.00000                 |
| 1984                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1985                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1986                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1987                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1988                                   | 0                   | 0                 | 0                         | \$ -                 | 0.00000                 |
| 1989                                   | 105,435             | 0                 | 0                         | \$ 105,435           | 0.00000                 |
| 1990                                   | 124,090             | 67,679            | 0                         | \$ 161,846           | 0.41817                 |
| 1991                                   | 30,236              | 8,228             | 0                         | \$ 185,854           | 0.03351                 |
| 1992                                   | 0                   | 121,703           | 0                         | \$ 64,151            | 1.89712                 |
| 1993                                   | 29,592              | 5,000             | 0                         | \$ 88,743            | 0.05634                 |
| 1994                                   | 41,086              | 23,388            | 0                         | \$ 106,442           | 0.21972                 |
| 1995                                   | 0                   | 12,865            | 0                         | \$ 93,576            | 0.13749                 |
| 1996                                   | 72,482              | 34,768            | 0                         | \$ 131,270           | 0.28488                 |
| 1997                                   | 0                   | 0                 | 0                         | \$ 131,270           | 0.00000                 |
| 1998                                   | 275,403             | 186,256           | 0                         | \$ 220,415           | 0.84503                 |
| 1999                                   | 0                   | 0                 | 0                         | \$ 220,415           | 0.00000                 |
| 2000                                   | 0                   | 0                 | 0                         | \$ 220,415           | 0.00000                 |
| 2001                                   | 32,404              | 0                 | 0                         | \$ 252,818           | 0.00000                 |
| 2002                                   | 251,899             | 21,313            | 0                         | \$ 483,204           | 0.04411                 |
| 2003                                   | 0                   | 150,872           | 0                         | \$ 332,532           | 0.45311                 |
| 2004                                   | 0                   | 0                 | 0                         | \$ 332,532           | 0.00000                 |
| 2005                                   | 2,268               | 0                 | 0                         | \$ 334,800           | 0.00000                 |
| 2006                                   | 0                   | 0                 | 0                         | \$ 334,800           | 0.00000                 |
| 2007                                   | 0                   | 0                 | 0                         | \$ 334,800           | 0.00000                 |
| 2008                                   | 275,629             | 0                 | 0                         | \$ 610,430           | 0.00000                 |
| 2009                                   | 0                   | 0                 | 0                         | \$ 610,430           | 0.00000                 |
| 2010                                   | 0                   | 0                 | 0                         | \$ 610,430           | 0.00000                 |
| 2011                                   | 0                   | 0                 | 0                         | \$ 610,430           | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 1,257,240</b> | <b>\$ 679,512</b> | <b>\$ -</b>               | <b>\$ 6,722,404</b>  | <b>0.10108</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.10108                | 0.89892               | 0.94946    | 3.98855                               |
| 2011                          | 1.5               | 0.10108                | 0.89892               | 0.85349    | 3.58538                               |
| 2010                          | 2.5               | 0.10108                | 0.89892               | 0.76721    | 3.22297                               |
| 2009                          | 3.5               | 0.10108                | 0.89892               | 0.68966    | 2.89718                               |
| 2008                          | 4.5               | 0.10108                | 0.89892               | 0.61995    | 2.60433                               |
| 2007                          | 5.5               | 0.10108                | 0.89892               | 0.55729    | 2.34108                               |
| 2006                          | 6.5               | 0.10108                | 0.89892               | 0.50095    | 2.10444                               |
| 2005                          | 7.5               | 0.10108                | 0.89892               | 0.45032    | 1.89172                               |
| 2004                          | 8.5               | 0.10108                | 0.89892               | 0.40480    | 1.70050                               |
| 2003                          | 9.5               | 0.10108                | 0.89892               | 0.36388    | 1.52861                               |
| 2002                          | 10.5              | 0.10108                | 0.89892               | 0.32710    | 1.37410                               |
| 2001                          | 11.5              | 0.10108                | 0.89892               | 0.29403    | 1.23520                               |
| 2000                          | 12.5              | 0.10108                | 0.89892               | 0.26431    | 1.11035                               |
| 1999                          | 13.5              | 0.10108                | 0.89892               | 0.23760    | 0.99811                               |
| 1998                          | 14.5              | 0.10108                | 0.89892               | 0.21358    | 0.89722                               |
| 1997                          | 15.5              | 0.10108                | 0.89892               | 0.19199    | 0.80653                               |
| 1996                          | 16.5              | 0.10108                | 0.89892               | 0.17258    | 0.72500                               |
| 1995                          | 17.5              | 0.10108                | 0.89892               | 0.15514    | 0.65172                               |
| 1994                          | 18.5              | 0.10108                | 0.89892               | 0.13946    | 0.58584                               |
| 1993                          | 19.5              | 0.10108                | 0.89892               | 0.12536    | 0.52682                               |
| 1992                          | 20.5              | 0.10108                | 0.89892               | 0.11269    | 0.47339                               |
| 1991                          | 21.5              | 0.10108                | 0.89892               | 0.10130    | 0.42554                               |
| 1990                          | 22.5              | 0.10108                | 0.89892               | 0.09106    | 0.38253                               |
| 1989                          | 23.5              | 0.10108                | 0.89892               | 0.08185    | 0.34386                               |
| 1988                          | 24.5              | 0.10108                | 0.89892               | 0.07358    | 0.30910                               |
| 1987                          | 25.5              | 0.10108                | 0.89892               | 0.06614    | 0.27786                               |
| 1986                          | 26.5              | 0.10108                | 0.89892               | 0.05946    | 0.24977                               |
| 1985                          | 27.5              | 0.10108                | 0.89892               | 0.05345    | 0.22452                               |
| 1984                          | 28.5              | 0.10108                | 0.89892               | 0.04804    | 0.20183                               |
| 1983                          | 29.5              | 0.10108                | 0.89892               | 0.04319    | 0.18143                               |
| 1982                          | 30.5              | 0.10108                | 0.89892               | 0.03882    | 0.16309                               |
| 1981                          | 31.5              | 0.10108                | 0.89892               | 0.03490    | 0.14660                               |
| 1980                          | 32.5              | 0.10108                | 0.89892               | 0.03137    | 0.13178                               |
| 1979                          | 33.5              | 0.10108                | 0.89892               | 0.02820    | 0.11846                               |
| 1978                          | 34.5              | 0.10108                | 0.89892               | 0.02535    | 0.10649                               |
| 1977                          | 35.5              | 0.10108                | 0.89892               | 0.02279    | 0.09572                               |
| 1976                          | 36.5              | 0.10108                | 0.89892               | 0.02048    | 0.08605                               |
| 1975                          | 37.5              | 0.10108                | 0.89892               | 0.01841    | 0.07735                               |
| 1974                          | 38.5              | 0.10108                | 0.89892               | 0.01655    | 0.06953                               |
| 1973                          | 39.5              | 0.10108                | 0.89892               | 0.01488    | 0.06250                               |
| 1972                          | 40.5              | 0.10108                | 0.89892               | 0.01337    | 0.05619                               |
| 1971                          | 41.5              | 0.10108                | 0.89892               | 0.01202    | 0.05051                               |
| 1970                          | 42.5              | 0.10108                | 0.89892               | 0.01081    | 0.04540                               |
| 1969                          | 43.5              | 0.10108                | 0.89892               | 0.00972    | 0.04081                               |
| 1968                          | 44.5              | 0.10108                | 0.89892               | 0.00873    | 0.03669                               |
| 1967                          | 45.5              | 0.10108                | 0.89892               | 0.00785    | 0.03298                               |
| 1966                          | 46.5              | 0.10108                | 0.89892               | 0.00706    | 0.02964                               |
| 1965                          | 47.5              | 0.10108                | 0.89892               | 0.00634    | 0.02665                               |
| 1964                          | 48.5              | 0.10108                | 0.89892               | 0.00570    | 0.02395                               |
| 1963                          | 49.5              | 0.10108                | 0.89892               | 0.00513    | 0.02153                               |
| 1962                          | 50.5              | 0.10108                | 0.89892               | 0.00461    | 0.01936                               |
| 1961                          | 51.5              | 0.10108                | 0.89892               | 0.00414    | 0.01740                               |
| 1960                          | 52.5              | 0.10108                | 0.89892               | 0.00372    | 0.01564                               |
| 1959                          | 53.5              | 0.10108                | 0.89892               | 0.00335    | 0.01406                               |
| 1958                          | 54.5              | 0.10108                | 0.89892               | 0.00301    | 0.01105                               |
| 1957                          | 55.5              | 0.10108                | 0.89892               | 0.00270    | 0.00835                               |
| 1956                          | 56.5              | 0.10108                | 0.89892               | 0.00243    | 0.00582                               |
| 1955                          | 57.5              | 0.10108                | 0.89892               | 0.00219    | 0.00373                               |
| 1954                          | 58.5              | 0.10108                | 0.89892               | 0.00196    | 0.00177                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation  
2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



General Plant Stores Equipment

Account: 393

Date of Retirement (Mid Year): 2020  
 Interim Retirement Rate: 0.13235  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 8.0  
 Remaining Life (F/E + .5) = 5.2

| Development of Interim Retirement Rate |           |             |               |                      |                         |
|--|-----------|-------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions | Retirements | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B         | C           | D             | E                    | F = C / E               |
| 1953                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1966                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1967                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1968                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1969                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1970                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1971                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1972                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1973                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1974                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1975                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1976                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1977                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1978                                   | 0         | 0           | 0             | \$ -                 | 0.00000                 |
| 1979                                   | 15,170    | 0           | 0             | \$ 15,170            | 0.00000                 |
| 1980                                   | 2,849     | 0           | 0             | \$ 17,818            | 0.00000                 |
| 1981                                   | 1,481     | 0           | 0             | \$ 19,299            | 0.00000                 |
| 1982                                   | 0         | 0           | 0             | \$ 19,299            | 0.00000                 |
| 1983                                   | 1,449     | 0           | 0             | \$ 20,748            | 0.00000                 |
| 1984                                   | 1,345     | 0           | 0             | \$ 22,093            | 0.00000                 |
| 1985                                   | 15,937    | 0           | 0             | \$ 38,030            | 0.00000                 |
| 1986                                   | 1,941     | 0           | 0             | \$ 39,970            | 0.00000                 |
| 1987                                   | 509       | 0           | 0             | \$ 40,480            | 0.00000                 |
| 1988                                   | 0         | 0           | 0             | \$ 40,480            | 0.00000                 |
| 1989                                   | 0         | 0           | 0             | \$ 40,480            | 0.00000                 |
| 1990                                   | 6,710     | 0           | 0             | \$ 47,190            | 0.00000                 |
| 1991                                   | 5,803     | 0           | 0             | \$ 52,793            | 0.00000                 |
| 1992                                   | 1,879     | 821         | 0             | \$ 54,052            | 0.01148                 |
| 1993                                   | 0         | 0           | 0             | \$ 54,052            | 0.00000                 |
| 1994                                   | 0         | 491         | 0             | \$ 53,561            | 0.00916                 |
| 1995                                   | 0         | 0           | 0             | \$ 53,561            | 0.00000                 |
| 1996                                   | 0         | 0           | 0             | \$ 53,561            | 0.00000                 |
| 1997                                   | 3,677     | 0           | 0             | \$ 57,239            | 0.00000                 |
| 1998                                   | 0         | 92,770      | 0             | \$ -                 | 0.00000                 |
| 1999                                   | 1,831     | 0           | 0             | \$ 1,831             | 0.00000                 |
| 2000                                   | 36,692    | 24,692      | 0             | \$ 13,831            | 1.78532                 |
| 2001                                   | 0         | 1,245       | 0             | \$ 12,586            | 0.09890                 |
| 2002                                   | 0         | 0           | 0             | \$ 12,586            | 0.00000                 |
| 2003                                   | 0         | 0           | 0             | \$ 12,586            | 0.00000                 |
| 2004                                   | 0         | 0           | 0             | \$ 12,586            | 0.00000                 |
| 2005                                   | 0         | 0           | 0             | \$ 12,586            | 0.00000                 |
| 2006                                   | 1,693     | 0           | 0             | \$ 14,479            | 0.00000                 |
| 2007                                   | 0         | 0           | 0             | \$ 14,479            | 0.00000                 |
| 2008                                   | 0         | 0           | 0             | \$ 14,479            | 0.00000                 |
| 2009                                   | 0         | 0           | 0             | \$ 14,479            | 0.00000                 |
| 2010                                   | 0         | 0           | 0             | \$ 14,479            | 0.00000                 |
| 2011                                   | 0         | 0           | 0             | \$ 14,479            | 0.00000                 |
| <b>TOTAL</b>                           | \$ 98,768 | \$ 119,819  | \$ -          | \$ 905,341           | 0.13235                 |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.13235                | 0.86765               | 0.93383    | 4.41594                               |
| 2011                          | 1.5               | 0.13235                | 0.86765               | 0.81024    | 3.83151                               |
| 2010                          | 2.5               | 0.13235                | 0.86765               | 0.70301    | 3.32442                               |
| 2009                          | 3.5               | 0.13235                | 0.86765               | 0.60997    | 2.88445                               |
| 2008                          | 4.5               | 0.13235                | 0.86765               | 0.52924    | 2.50270                               |
| 2007                          | 5.5               | 0.13235                | 0.86765               | 0.45920    | 2.17148                               |
| 2006                          | 6.5               | 0.13235                | 0.86765               | 0.39842    | 1.88409                               |
| 2005                          | 7.5               | 0.13235                | 0.86765               | 0.34569    | 1.63473                               |
| 2004                          | 8.5               | 0.13235                | 0.86765               | 0.29994    | 1.41838                               |
| 2003                          | 9.5               | 0.13235                | 0.86765               | 0.26025    | 1.23067                               |
| 2002                          | 10.5              | 0.13235                | 0.86765               | 0.22580    | 1.06779                               |
| 2001                          | 11.5              | 0.13235                | 0.86765               | 0.19592    | 0.92647                               |
| 2000                          | 12.5              | 0.13235                | 0.86765               | 0.16999    | 0.80386                               |
| 1999                          | 13.5              | 0.13235                | 0.86765               | 0.14749    | 0.69747                               |
| 1998                          | 14.5              | 0.13235                | 0.86765               | 0.12797    | 0.60516                               |
| 1997                          | 15.5              | 0.13235                | 0.86765               | 0.11104    | 0.52507                               |
| 1996                          | 16.5              | 0.13235                | 0.86765               | 0.09634    | 0.45558                               |
| 1995                          | 17.5              | 0.13235                | 0.86765               | 0.08359    | 0.39528                               |
| 1994                          | 18.5              | 0.13235                | 0.86765               | 0.07253    | 0.34297                               |
| 1993                          | 19.5              | 0.13235                | 0.86765               | 0.06293    | 0.29758                               |
| 1992                          | 20.5              | 0.13235                | 0.86765               | 0.05460    | 0.25820                               |
| 1991                          | 21.5              | 0.13235                | 0.86765               | 0.04737    | 0.22402                               |
| 1990                          | 22.5              | 0.13235                | 0.86765               | 0.04110    | 0.19438                               |
| 1989                          | 23.5              | 0.13235                | 0.86765               | 0.03568    | 0.16865                               |
| 1988                          | 24.5              | 0.13235                | 0.86765               | 0.03094    | 0.14633                               |
| 1987                          | 25.5              | 0.13235                | 0.86765               | 0.02685    | 0.12866                               |
| 1986                          | 26.5              | 0.13235                | 0.86765               | 0.02330    | 0.11018                               |
| 1985                          | 27.5              | 0.13235                | 0.86765               | 0.02021    | 0.09558                               |
| 1984                          | 28.5              | 0.13235                | 0.86765               | 0.01754    | 0.08293                               |
| 1983                          | 29.5              | 0.13235                | 0.86765               | 0.01522    | 0.07196                               |
| 1982                          | 30.5              | 0.13235                | 0.86765               | 0.01320    | 0.06243                               |
| 1981                          | 31.5              | 0.13235                | 0.86765               | 0.01146    | 0.05417                               |
| 1980                          | 32.5              | 0.13235                | 0.86765               | 0.00994    | 0.04700                               |
| 1979                          | 33.5              | 0.13235                | 0.86765               | 0.00862    | 0.04078                               |
| 1978                          | 34.5              | 0.13235                | 0.86765               | 0.00748    | 0.03538                               |
| 1977                          | 35.5              | 0.13235                | 0.86765               | 0.00649    | 0.03070                               |
| 1976                          | 36.5              | 0.13235                | 0.86765               | 0.00563    | 0.02664                               |
| 1975                          | 37.5              | 0.13235                | 0.86765               | 0.00489    | 0.02311                               |
| 1974                          | 38.5              | 0.13235                | 0.86765               | 0.00424    | 0.02005                               |
| 1973                          | 39.5              | 0.13235                | 0.86765               | 0.00368    | 0.01740                               |
| 1972                          | 40.5              | 0.13235                | 0.86765               | 0.00319    | 0.01510                               |
| 1971                          | 41.5              | 0.13235                | 0.86765               | 0.00277    | 0.01310                               |
| 1970                          | 42.5              | 0.13235                | 0.86765               | 0.00240    | 0.01136                               |
| 1969                          | 43.5              | 0.13235                | 0.86765               | 0.00209    | 0.00986                               |
| 1968                          | 44.5              | 0.13235                | 0.86765               | 0.00181    | 0.00856                               |
| 1967                          | 45.5              | 0.13235                | 0.86765               | 0.00157    | 0.00742                               |
| 1966                          | 46.5              | 0.13235                | 0.86765               | 0.00136    | 0.00644                               |
| 1965                          | 47.5              | 0.13235                | 0.86765               | 0.00118    | 0.00559                               |
| 1964                          | 48.5              | 0.13235                | 0.86765               | 0.00103    | 0.00485                               |
| 1963                          | 49.5              | 0.13235                | 0.86765               | 0.00089    | 0.00421                               |
| 1962                          | 50.5              | 0.13235                | 0.86765               | 0.00077    | 0.00365                               |
| 1961                          | 51.5              | 0.13235                | 0.86765               | 0.00067    | 0.00298                               |
| 1960                          | 52.5              | 0.13235                | 0.86765               | 0.00058    | 0.00240                               |
| 1959                          | 53.5              | 0.13235                | 0.86765               | 0.00050    | 0.00190                               |
| 1958                          | 54.5              | 0.13235                | 0.86765               | 0.00044    | 0.00148                               |
| 1957                          | 55.5              | 0.13235                | 0.86765               | 0.00038    | 0.00108                               |
| 1956                          | 56.5              | 0.13235                | 0.86765               | 0.00033    | 0.00075                               |
| 1955                          | 57.5              | 0.13235                | 0.86765               | 0.00029    | 0.00046                               |
| 1954                          | 58.5              | 0.13235                | 0.86765               | 0.00025    | 0.00022                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values



**Big Rivers Electric Corporation**  
**2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



General Plant Tools Account: 394  
 Date of Retirement (Mid Year): 2020  
 Interim Retirement Rate: 0.03107  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 8.0  
 Remaining Life (F/E + .5) = 8.2

| Development of Interim Retirement Rate |                   |                   |               |                      |                         |
|--|-------------------|-------------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions         | Retirements       | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                 | C                 | D             | E                    | F = C / E               |
| 1953                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1966                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1967                                   | 2,350             | 0                 | 0             | \$ 2,350             | 0.00000                 |
| 1968                                   | 555               | 0                 | 0             | \$ 2,905             | 0.00000                 |
| 1969                                   | 0                 | 0                 | 0             | \$ 2,905             | 0.00000                 |
| 1970                                   | 4,742             | 0                 | 0             | \$ 7,647             | 0.00000                 |
| 1971                                   | 3,825             | 475               | 0             | \$ 10,996            | 0.04323                 |
| 1972                                   | 0                 | 0                 | 0             | \$ 10,996            | 0.00000                 |
| 1973                                   | 801               | 0                 | 0             | \$ 11,598            | 0.00000                 |
| 1974                                   | 1,347             | 0                 | 0             | \$ 12,945            | 0.00000                 |
| 1975                                   | 0                 | 0                 | 0             | \$ 12,945            | 0.00000                 |
| 1976                                   | 0                 | 0                 | 0             | \$ 12,945            | 0.00000                 |
| 1977                                   | 3,148             | 0                 | 0             | \$ 16,093            | 0.00000                 |
| 1978                                   | 82,823            | 0                 | 0             | \$ 98,916            | 0.00000                 |
| 1979                                   | 6,795             | 232               | 0             | \$ 105,479           | 0.00220                 |
| 1980                                   | 35,977            | 0                 | 0             | \$ 141,456           | 0.00000                 |
| 1981                                   | 16,713            | 425               | 0             | \$ 157,744           | 0.00289                 |
| 1982                                   | 11,894            | 0                 | 0             | \$ 169,437           | 0.00000                 |
| 1983                                   | 2,687             | 3,735             | 0             | \$ 188,390           | 0.02218                 |
| 1984                                   | 29,870            | 1,809             | 0             | \$ 196,451           | 0.00921                 |
| 1985                                   | 5,893             | 2,334             | 0             | \$ 200,110           | 0.01166                 |
| 1986                                   | 5,411             | 239               | 0             | \$ 205,282           | 0.00117                 |
| 1987                                   | 0                 | 568               | 0             | \$ 204,714           | 0.00277                 |
| 1988                                   | 27,022            | 3,788             | 0             | \$ 227,946           | 0.01882                 |
| 1989                                   | 8,594             | 577               | 0             | \$ 233,965           | 0.00247                 |
| 1990                                   | 10,719            | 448               | 0             | \$ 244,238           | 0.00183                 |
| 1991                                   | 4,753             | 29,508            | 0             | \$ 219,484           | 0.13444                 |
| 1992                                   | 19,516            | 18,408            | 0             | \$ 220,594           | 0.08344                 |
| 1993                                   | 6,322             | 6,085             | 0             | \$ 220,831           | 0.02755                 |
| 1994                                   | 7,847             | 27,018            | 0             | \$ 201,660           | 0.13398                 |
| 1995                                   | 5,453             | 3,774             | 0             | \$ 203,340           | 0.01856                 |
| 1996                                   | 14,754            | 1,224             | 0             | \$ 216,869           | 0.00584                 |
| 1997                                   | 30,127            | 513               | 0             | \$ 246,484           | 0.00208                 |
| 1998                                   | 9,111             | 80,060            | 0             | \$ 175,534           | 0.45809                 |
| 1999                                   | 4,843             | 4,340             | 0             | \$ 176,037           | 0.02486                 |
| 2000                                   | 13,183            | 8,083             | 0             | \$ 181,158           | 0.04451                 |
| 2001                                   | 12,247            | 31,571            | 0             | \$ 181,833           | 0.19508                 |
| 2002                                   | 8,375             | 0                 | 0             | \$ 170,208           | 0.00000                 |
| 2003                                   | 6,007             | 537               | 0             | \$ 175,879           | 0.00305                 |
| 2004                                   | 9,238             | 0                 | 0             | \$ 184,917           | 0.00000                 |
| 2005                                   | 5,911             | 1,299             | 0             | \$ 189,529           | 0.00685                 |
| 2006                                   | 2,300             | 3,357             | 0             | \$ 188,473           | 0.01781                 |
| 2007                                   | 14,993            | 7,846             | 0             | \$ 195,819           | 0.03905                 |
| 2008                                   | 275,416           | 625               | 0             | \$ 470,610           | 0.00133                 |
| 2009                                   | 7,349             | 0                 | 0             | \$ 477,959           | 0.00000                 |
| 2010                                   | 6,216             | 753               | 0             | \$ 483,423           | 0.00156                 |
| 2011                                   | 2,439             | 0                 | 0             | \$ 485,862           | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 725,269</b> | <b>\$ 239,407</b> | <b>\$ -</b>   | <b>\$ 7,704,758</b>  | <b>0.03107</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant (1) |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.03107                | 0.96893               | 0.98446    | 7.59171                               |
| 2011                          | 1.5               | 0.03107                | 0.96893               | 0.95387    | 7.35582                               |
| 2010                          | 2.5               | 0.03107                | 0.96893               | 0.92423    | 7.12725                               |
| 2009                          | 3.5               | 0.03107                | 0.96893               | 0.89552    | 6.90579                               |
| 2008                          | 4.5               | 0.03107                | 0.96893               | 0.86789    | 6.69121                               |
| 2007                          | 5.5               | 0.03107                | 0.96893               | 0.84073    | 6.48330                               |
| 2006                          | 6.5               | 0.03107                | 0.96893               | 0.81481    | 6.28184                               |
| 2005                          | 7.5               | 0.03107                | 0.96893               | 0.78929    | 6.08665                               |
| 2004                          | 8.5               | 0.03107                | 0.96893               | 0.76477    | 5.89752                               |
| 2003                          | 9.5               | 0.03107                | 0.96893               | 0.74100    | 5.71427                               |
| 2002                          | 10.5              | 0.03107                | 0.96893               | 0.71798    | 5.53671                               |
| 2001                          | 11.5              | 0.03107                | 0.96893               | 0.69567    | 5.36487                               |
| 2000                          | 12.5              | 0.03107                | 0.96893               | 0.67405    | 5.19798                               |
| 1999                          | 13.5              | 0.03107                | 0.96893               | 0.65311    | 5.03646                               |
| 1998                          | 14.5              | 0.03107                | 0.96893               | 0.63282    | 4.87997                               |
| 1997                          | 15.5              | 0.03107                | 0.96893               | 0.61315    | 4.72833                               |
| 1996                          | 16.5              | 0.03107                | 0.96893               | 0.59410    | 4.58141                               |
| 1995                          | 17.5              | 0.03107                | 0.96893               | 0.57575    | 4.43906                               |
| 1994                          | 18.5              | 0.03107                | 0.96893               | 0.55778    | 4.30112                               |
| 1993                          | 19.5              | 0.03107                | 0.96893               | 0.54042    | 4.16748                               |
| 1992                          | 20.5              | 0.03107                | 0.96893               | 0.52363    | 4.03798                               |
| 1991                          | 21.5              | 0.03107                | 0.96893               | 0.50736    | 3.91251                               |
| 1990                          | 22.5              | 0.03107                | 0.96893               | 0.49159    | 3.79094                               |
| 1989                          | 23.5              | 0.03107                | 0.96893               | 0.47632    | 3.67314                               |
| 1988                          | 24.5              | 0.03107                | 0.96893               | 0.46152    | 3.55901                               |
| 1987                          | 25.5              | 0.03107                | 0.96893               | 0.44716    | 3.44842                               |
| 1986                          | 26.5              | 0.03107                | 0.96893               | 0.43328    | 3.34127                               |
| 1985                          | 27.5              | 0.03107                | 0.96893               | 0.41982    | 3.23745                               |
| 1984                          | 28.5              | 0.03107                | 0.96893               | 0.40677    | 3.13685                               |
| 1983                          | 29.5              | 0.03107                | 0.96893               | 0.39414    | 3.03938                               |
| 1982                          | 30.5              | 0.03107                | 0.96893               | 0.38189    | 2.94484                               |
| 1981                          | 31.5              | 0.03107                | 0.96893               | 0.37002    | 2.85343                               |
| 1980                          | 32.5              | 0.03107                | 0.96893               | 0.35852    | 2.76477                               |
| 1979                          | 33.5              | 0.03107                | 0.96893               | 0.34738    | 2.67886                               |
| 1978                          | 34.5              | 0.03107                | 0.96893               | 0.33659    | 2.59582                               |
| 1977                          | 35.5              | 0.03107                | 0.96893               | 0.32613    | 2.51497                               |
| 1976                          | 36.5              | 0.03107                | 0.96893               | 0.31600    | 2.43682                               |
| 1975                          | 37.5              | 0.03107                | 0.96893               | 0.30618    | 2.36110                               |
| 1974                          | 38.5              | 0.03107                | 0.96893               | 0.29667    | 2.28774                               |
| 1973                          | 39.5              | 0.03107                | 0.96893               | 0.28745    | 2.21665                               |
| 1972                          | 40.5              | 0.03107                | 0.96893               | 0.27852    | 2.14778                               |
| 1971                          | 41.5              | 0.03107                | 0.96893               | 0.26986    | 2.08104                               |
| 1970                          | 42.5              | 0.03107                | 0.96893               | 0.26148    | 2.01638                               |
| 1969                          | 43.5              | 0.03107                | 0.96893               | 0.25335    | 1.95372                               |
| 1968                          | 44.5              | 0.03107                | 0.96893               | 0.24548    | 1.89301                               |
| 1967                          | 45.5              | 0.03107                | 0.96893               | 0.23785    | 1.83419                               |
| 1966                          | 46.5              | 0.03107                | 0.96893               | 0.23046    | 1.77720                               |
| 1965                          | 47.5              | 0.03107                | 0.96893               | 0.22330    | 1.72196                               |
| 1964                          | 48.5              | 0.03107                | 0.96893               | 0.21636    | 1.66847                               |
| 1963                          | 49.5              | 0.03107                | 0.96893               | 0.20964    | 1.61663                               |
| 1962                          | 50.5              | 0.03107                | 0.96893               | 0.20312    | 1.56639                               |
| 1961                          | 51.5              | 0.03107                | 0.96893               | 0.19681    | 1.51858                               |
| 1960                          | 52.5              | 0.03107                | 0.96893               | 0.19070    | 1.47299                               |
| 1959                          | 53.5              | 0.03107                | 0.96893               | 0.18477    | 0.99411                               |
| 1958                          | 54.5              | 0.03107                | 0.96893               | 0.17903    | 0.81508                               |
| 1957                          | 55.5              | 0.03107                | 0.96893               | 0.17347    | 0.64182                               |
| 1956                          | 56.5              | 0.03107                | 0.96893               | 0.16808    | 0.47354                               |
| 1955                          | 57.5              | 0.03107                | 0.96893               | 0.16285    | 0.31089                               |
| 1954                          | 58.5              | 0.03107                | 0.96893               | 0.15779    | 0.15289                               |

(1) Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation  
2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



General Plant Lab Equipment Account: 395  
 Date of Retirement (Mid Year): 2020  
 Interim Retirement Rate: 0.12220  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 8 0  
 Remaining Life (F/E + .5) = 5.7

| Development of Interim Retirement Rate |                   |                   |               |                      |                         |
|--|-------------------|-------------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions         | Retirements       | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                 | C                 | D             | E                    | F = C / E               |
| 1953                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1966                                   | 762               | 0                 | 0             | \$ 762               | 0.00000                 |
| 1967                                   | 9,649             | 0                 | 0             | \$ 10,411            | 0.00000                 |
| 1968                                   | 4,998             | 0                 | 0             | \$ 15,409            | 0.00000                 |
| 1969                                   | 0                 | 0                 | 0             | \$ 15,409            | 0.00000                 |
| 1970                                   | 4,382             | 0                 | 0             | \$ 19,791            | 0.00000                 |
| 1971                                   | 2,381             | 0                 | 0             | \$ 22,172            | 0.00000                 |
| 1972                                   | 1,822             | 0                 | 0             | \$ 23,994            | 0.00000                 |
| 1973                                   | 921               | 0                 | 0             | \$ 24,915            | 0.00000                 |
| 1974                                   | 7,846             | 252               | 0             | \$ 32,308            | 0.00781                 |
| 1975                                   | 6,189             | 0                 | 0             | \$ 38,497            | 0.00000                 |
| 1976                                   | 0                 | 0                 | 0             | \$ 38,497            | 0.00000                 |
| 1977                                   | 977               | 0                 | 0             | \$ 39,474            | 0.00000                 |
| 1978                                   | 1,304             | 0                 | 0             | \$ 40,778            | 0.00000                 |
| 1979                                   | 13,537            | 0                 | 0             | \$ 54,314            | 0.00000                 |
| 1980                                   | 593               | 0                 | 0             | \$ 54,908            | 0.00000                 |
| 1981                                   | 5,084             | 0                 | 0             | \$ 59,991            | 0.00000                 |
| 1982                                   | 13,273            | 675               | 0             | \$ 72,590            | 0.00930                 |
| 1983                                   | 7,025             | 0                 | 0             | \$ 79,614            | 0.00000                 |
| 1984                                   | 0                 | 0                 | 0             | \$ 79,614            | 0.00000                 |
| 1985                                   | 0                 | 0                 | 0             | \$ 79,614            | 0.00000                 |
| 1986                                   | 0                 | 0                 | 0             | \$ 79,614            | 0.00000                 |
| 1987                                   | 0                 | 0                 | 0             | \$ 79,614            | 0.00000                 |
| 1988                                   | 0                 | 694               | 0             | \$ 78,920            | 0.00879                 |
| 1989                                   | 14,936            | 0                 | 0             | \$ 93,856            | 0.00000                 |
| 1990                                   | 5,191             | 0                 | 0             | \$ 99,047            | 0.00000                 |
| 1991                                   | 35,536            | 0                 | 0             | \$ 134,585           | 0.00000                 |
| 1992                                   | 5,548             | 0                 | 0             | \$ 140,134           | 0.00000                 |
| 1993                                   | 4,918             | 14,116            | 0             | \$ 130,936           | 0.10781                 |
| 1994                                   | 0                 | 17,089            | 0             | \$ 113,847           | 0.15011                 |
| 1995                                   | 0                 | 0                 | 0             | \$ 113,847           | 0.00000                 |
| 1996                                   | 3,517             | 846               | 0             | \$ 118,718           | 0.00553                 |
| 1997                                   | 4,915             | 2,817             | 0             | \$ 118,816           | 0.02371                 |
| 1998                                   | 0                 | 138,121           | 0             | \$ -                 | 0.00000                 |
| 1999                                   | 0                 | 132,253           | 0             | \$ -                 | 0.00000                 |
| 2000                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 2001                                   | 0                 | 20,237            | 0             | \$ -                 | 0.00000                 |
| 2002                                   | 32,841            | 1,015             | 0             | \$ 31,828            | 0.03189                 |
| 2003                                   | 0                 | -7,912            | 0             | \$ 39,738            | -0.19910                |
| 2004                                   | 0                 | 0                 | 0             | \$ 39,738            | 0.00000                 |
| 2005                                   | 0                 | 0                 | 0             | \$ 39,738            | 0.00000                 |
| 2006                                   | 33,333            | 5,205             | 0             | \$ 87,685            | 0.07870                 |
| 2007                                   | 0                 | 0                 | 0             | \$ 87,685            | 0.00000                 |
| 2008                                   | 0                 | 0                 | 0             | \$ 87,685            | 0.00000                 |
| 2009                                   | 0                 | 0                 | 0             | \$ 87,685            | 0.00000                 |
| 2010                                   | 0                 | 0                 | 0             | \$ 87,685            | 0.00000                 |
| 2011                                   | 0                 | 0                 | 0             | \$ 87,685            | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 221,279</b> | <b>\$ 325,207</b> | <b>\$ -</b>   | <b>\$ 2,681,229</b>  | <b>0.12220</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.12220                | 0.87780               | 0.93890    | 4.91248                               |
| 2011                          | 1.5               | 0.12220                | 0.87780               | 0.82418    | 4.31215                               |
| 2010                          | 2.5               | 0.12220                | 0.87780               | 0.72345    | 3.78520                               |
| 2009                          | 3.5               | 0.12220                | 0.87780               | 0.63504    | 3.32284                               |
| 2008                          | 4.5               | 0.12220                | 0.87780               | 0.55744    | 2.91861                               |
| 2007                          | 5.5               | 0.12220                | 0.87780               | 0.48932    | 2.58019                               |
| 2006                          | 6.5               | 0.12220                | 0.87780               | 0.42952    | 2.24733                               |
| 2005                          | 7.5               | 0.12220                | 0.87780               | 0.37703    | 1.92720                               |
| 2004                          | 8.5               | 0.12220                | 0.87780               | 0.33096    | 1.73164                               |
| 2003                          | 9.5               | 0.12220                | 0.87780               | 0.29052    | 1.52003                               |
| 2002                          | 10.5              | 0.12220                | 0.87780               | 0.25501    | 1.33428                               |
| 2001                          | 11.5              | 0.12220                | 0.87780               | 0.22385    | 1.17123                               |
| 2000                          | 12.5              | 0.12220                | 0.87780               | 0.19650    | 1.02810                               |
| 1999                          | 13.5              | 0.12220                | 0.87780               | 0.17248    | 0.90248                               |
| 1998                          | 14.5              | 0.12220                | 0.87780               | 0.15141    | 0.79218                               |
| 1997                          | 15.5              | 0.12220                | 0.87780               | 0.13290    | 0.69538                               |
| 1996                          | 16.5              | 0.12220                | 0.87780               | 0.11668    | 0.61040                               |
| 1995                          | 17.5              | 0.12220                | 0.87780               | 0.10241    | 0.53581                               |
| 1994                          | 18.5              | 0.12220                | 0.87780               | 0.08989    | 0.47033                               |
| 1993                          | 19.5              | 0.12220                | 0.87780               | 0.07891    | 0.41286                               |
| 1992                          | 20.5              | 0.12220                | 0.87780               | 0.06928    | 0.36240                               |
| 1991                          | 21.5              | 0.12220                | 0.87780               | 0.06080    | 0.31812                               |
| 1990                          | 22.5              | 0.12220                | 0.87780               | 0.05337    | 0.27924                               |
| 1989                          | 23.5              | 0.12220                | 0.87780               | 0.04685    | 0.24512                               |
| 1988                          | 24.5              | 0.12220                | 0.87780               | 0.04112    | 0.21516                               |
| 1987                          | 25.5              | 0.12220                | 0.87780               | 0.03610    | 0.18887                               |
| 1986                          | 26.5              | 0.12220                | 0.87780               | 0.03169    | 0.16579                               |
| 1985                          | 27.5              | 0.12220                | 0.87780               | 0.02781    | 0.14553                               |
| 1984                          | 28.5              | 0.12220                | 0.87780               | 0.02442    | 0.12775                               |
| 1983                          | 29.5              | 0.12220                | 0.87780               | 0.02143    | 0.11214                               |
| 1982                          | 30.5              | 0.12220                | 0.87780               | 0.01881    | 0.09843                               |
| 1981                          | 31.5              | 0.12220                | 0.87780               | 0.01651    | 0.08640                               |
| 1980                          | 32.5              | 0.12220                | 0.87780               | 0.01450    | 0.07585                               |
| 1979                          | 33.5              | 0.12220                | 0.87780               | 0.01272    | 0.06658                               |
| 1978                          | 34.5              | 0.12220                | 0.87780               | 0.01117    | 0.05844                               |
| 1977                          | 35.5              | 0.12220                | 0.87780               | 0.00980    | 0.05130                               |
| 1976                          | 36.5              | 0.12220                | 0.87780               | 0.00861    | 0.04503                               |
| 1975                          | 37.5              | 0.12220                | 0.87780               | 0.00755    | 0.03953                               |
| 1974                          | 38.5              | 0.12220                | 0.87780               | 0.00663    | 0.03470                               |
| 1973                          | 39.5              | 0.12220                | 0.87780               | 0.00582    | 0.03046                               |
| 1972                          | 40.5              | 0.12220                | 0.87780               | 0.00511    | 0.02674                               |
| 1971                          | 41.5              | 0.12220                | 0.87780               | 0.00449    | 0.02347                               |
| 1970                          | 42.5              | 0.12220                | 0.87780               | 0.00394    | 0.02060                               |
| 1969                          | 43.5              | 0.12220                | 0.87780               | 0.00346    | 0.01808                               |
| 1968                          | 44.5              | 0.12220                | 0.87780               | 0.00303    | 0.01587                               |
| 1967                          | 45.5              | 0.12220                | 0.87780               | 0.00266    | 0.01393                               |
| 1966                          | 46.5              | 0.12220                | 0.87780               | 0.00234    | 0.01223                               |
| 1965                          | 47.5              | 0.12220                | 0.87780               | 0.00205    | 0.01074                               |
| 1964                          | 48.5              | 0.12220                | 0.87780               | 0.00180    | 0.00942                               |
| 1963                          | 49.5              | 0.12220                | 0.87780               | 0.00158    | 0.00827                               |
| 1962                          | 50.5              | 0.12220                | 0.87780               | 0.00139    | 0.00726                               |
| 1961                          | 51.5              | 0.12220                | 0.87780               | 0.00122    | 0.00637                               |
| 1960                          | 52.5              | 0.12220                | 0.87780               | 0.00107    | 0.00558                               |
| 1959                          | 53.5              | 0.12220                | 0.87780               | 0.00094    | 0.00488                               |
| 1958                          | 54.5              | 0.12220                | 0.87780               | 0.00082    | 0.00426                               |
| 1957                          | 55.5              | 0.12220                | 0.87780               | 0.00072    | 0.00372                               |
| 1956                          | 56.5              | 0.12220                | 0.87780               | 0.00063    | 0.00324                               |
| 1955                          | 57.5              | 0.12220                | 0.87780               | 0.00056    | 0.00280                               |
| 1954                          | 58.5              | 0.12220                | 0.87780               | 0.00049    | 0.00241                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**Big Rivers Electric Corporation**  
**2012 Depreciation Rate Study - Interim Retirement Rate Analysis**



General Plant Power Operated Eqpt Account: 396  
 Date of Retirement (Mid Year): 2021  
 Interim Retirement Rate: 0.13552  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 9.0  
 Remaining Life (F/E + .5) = 5.6

| Development of Interim Retirement Rate |                   |                   |               |                      |                         |
|--|-------------------|-------------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions         | Retirements       | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                 | C                 | D             | E                    | F = C / E               |
| 1953                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1966                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1967                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1968                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1969                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1970                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1971                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1972                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1973                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1974                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1975                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1976                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1977                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1978                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1979                                   | 561               | 0                 | 0             | \$ 561               | 0.00000                 |
| 1980                                   | 0                 | 37,557            | 0             | \$ -                 | 0.00000                 |
| 1981                                   | 117,498           | 0                 | 0             | \$ 117,498           | 0.00000                 |
| 1982                                   | 14,401            | 0                 | 0             | \$ 131,899           | 0.00000                 |
| 1983                                   | 0                 | 0                 | 0             | \$ 131,899           | 0.00000                 |
| 1984                                   | 0                 | 0                 | 0             | \$ 131,899           | 0.00000                 |
| 1985                                   | 0                 | 0                 | 0             | \$ 131,899           | 0.00000                 |
| 1986                                   | 0                 | 0                 | 0             | \$ 131,899           | 0.00000                 |
| 1987                                   | 85,838            | 29,478            | 0             | \$ 188,259           | 0.15858                 |
| 1988                                   | 0                 | 38,931            | 0             | \$ 149,328           | 0.26071                 |
| 1989                                   | 2,063             | 6,017             | 0             | \$ 145,374           | 0.04139                 |
| 1990                                   | 0                 | 0                 | 0             | \$ 145,374           | 0.00000                 |
| 1991                                   | 0                 | 44,939            | 0             | \$ 100,435           | 0.44744                 |
| 1992                                   | 17,923            | 12,896            | 0             | \$ 105,462           | 0.12228                 |
| 1993                                   | 0                 | 0                 | 0             | \$ 105,462           | 0.00000                 |
| 1994                                   | 57,527            | 25,413            | 0             | \$ 137,577           | 0.18472                 |
| 1995                                   | 0                 | 0                 | 0             | \$ 137,577           | 0.00000                 |
| 1996                                   | 7,036             | 5,314             | 0             | \$ 139,298           | 0.03815                 |
| 1997                                   | 19,536            | 124,795           | 0             | \$ 34,040            | 3.68616                 |
| 1998                                   | 64,553            | 62,951            | 0             | \$ 35,841            | 1.78625                 |
| 1999                                   | 4,277             | 0                 | 0             | \$ 39,919            | 0.00000                 |
| 2000                                   | 0                 | 530               | 0             | \$ 39,389            | 0.01346                 |
| 2001                                   | 7,192             | 388               | 0             | \$ 48,192            | 0.00841                 |
| 2002                                   | 0                 | 0                 | 0             | \$ 48,192            | 0.00000                 |
| 2003                                   | 19,528            | 7,084             | 0             | \$ 58,636            | 0.12082                 |
| 2004                                   | 44,979            | 32,447            | 0             | \$ 71,188            | 0.45562                 |
| 2005                                   | 19,804            | 11,613            | 0             | \$ 79,359            | 0.14633                 |
| 2006                                   | 0                 | 0                 | 0             | \$ 79,359            | 0.00000                 |
| 2007                                   | 9,909             | 0                 | 0             | \$ 89,268            | 0.00000                 |
| 2008                                   | 12,114            | 0                 | 0             | \$ 101,383           | 0.00000                 |
| 2009                                   | 0                 | 0                 | 0             | \$ 101,383           | 0.00000                 |
| 2010                                   | 29,842            | 0                 | 0             | \$ 131,225           | 0.00000                 |
| 2011                                   | 33,294            | 0                 | 0             | \$ 164,519           | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 587,875</b> | <b>\$ 440,353</b> | <b>\$ -</b>   | <b>\$ 3,249,370</b>  | <b>0.13552</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant [1] |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.13552                | 0.86448               | 0.93224    | 4.74841                               |
| 2011                          | 1.5               | 0.13552                | 0.86448               | 0.80590    | 4.10491                               |
| 2010                          | 2.5               | 0.13552                | 0.86448               | 0.69889    | 3.54881                               |
| 2009                          | 3.5               | 0.13552                | 0.86448               | 0.60227    | 3.08771                               |
| 2008                          | 4.5               | 0.13552                | 0.86448               | 0.52065    | 2.65197                               |
| 2007                          | 5.5               | 0.13552                | 0.86448               | 0.45009    | 2.29258                               |
| 2006                          | 6.5               | 0.13552                | 0.86448               | 0.38910    | 1.98189                               |
| 2005                          | 7.5               | 0.13552                | 0.86448               | 0.33637    | 1.71331                               |
| 2004                          | 8.5               | 0.13552                | 0.86448               | 0.29078    | 1.48112                               |
| 2003                          | 9.5               | 0.13552                | 0.86448               | 0.25138    | 1.28040                               |
| 2002                          | 10.5              | 0.13552                | 0.86448               | 0.21731    | 1.10888                               |
| 2001                          | 11.5              | 0.13552                | 0.86448               | 0.18788    | 0.95888                               |
| 2000                          | 12.5              | 0.13552                | 0.86448               | 0.16240    | 0.82720                               |
| 1999                          | 13.5              | 0.13552                | 0.86448               | 0.14039    | 0.71510                               |
| 1998                          | 14.5              | 0.13552                | 0.86448               | 0.12137    | 0.61819                               |
| 1997                          | 15.5              | 0.13552                | 0.86448               | 0.10492    | 0.53441                               |
| 1996                          | 16.5              | 0.13552                | 0.86448               | 0.09070    | 0.46199                               |
| 1995                          | 17.5              | 0.13552                | 0.86448               | 0.07841    | 0.39938                               |
| 1994                          | 18.5              | 0.13552                | 0.86448               | 0.06778    | 0.34526                               |
| 1993                          | 19.5              | 0.13552                | 0.86448               | 0.05860    | 0.29847                               |
| 1992                          | 20.5              | 0.13552                | 0.86448               | 0.05068    | 0.25802                               |
| 1991                          | 21.5              | 0.13552                | 0.86448               | 0.04379    | 0.22305                               |
| 1990                          | 22.5              | 0.13552                | 0.86448               | 0.03786    | 0.19282                               |
| 1989                          | 23.5              | 0.13552                | 0.86448               | 0.03273    | 0.16689                               |
| 1988                          | 24.5              | 0.13552                | 0.86448               | 0.02829    | 0.14410                               |
| 1987                          | 25.5              | 0.13552                | 0.86448               | 0.02446    | 0.12457                               |
| 1986                          | 26.5              | 0.13552                | 0.86448               | 0.02114    | 0.10769                               |
| 1985                          | 27.5              | 0.13552                | 0.86448               | 0.01828    | 0.09310                               |
| 1984                          | 28.5              | 0.13552                | 0.86448               | 0.01580    | 0.08048                               |
| 1983                          | 29.5              | 0.13552                | 0.86448               | 0.01366    | 0.06957                               |
| 1982                          | 30.5              | 0.13552                | 0.86448               | 0.01181    | 0.06015                               |
| 1981                          | 31.5              | 0.13552                | 0.86448               | 0.01021    | 0.05199                               |
| 1980                          | 32.5              | 0.13552                | 0.86448               | 0.00882    | 0.04495                               |
| 1979                          | 33.5              | 0.13552                | 0.86448               | 0.00763    | 0.03886                               |
| 1978                          | 34.5              | 0.13552                | 0.86448               | 0.00659    | 0.03359                               |
| 1977                          | 35.5              | 0.13552                | 0.86448               | 0.00570    | 0.02904                               |
| 1976                          | 36.5              | 0.13552                | 0.86448               | 0.00493    | 0.02510                               |
| 1975                          | 37.5              | 0.13552                | 0.86448               | 0.00426    | 0.02170                               |
| 1974                          | 38.5              | 0.13552                | 0.86448               | 0.00368    | 0.01876                               |
| 1973                          | 39.5              | 0.13552                | 0.86448               | 0.00318    | 0.01622                               |
| 1972                          | 40.5              | 0.13552                | 0.86448               | 0.00275    | 0.01402                               |
| 1971                          | 41.5              | 0.13552                | 0.86448               | 0.00238    | 0.01212                               |
| 1970                          | 42.5              | 0.13552                | 0.86448               | 0.00206    | 0.01048                               |
| 1969                          | 43.5              | 0.13552                | 0.86448               | 0.00178    | 0.00906                               |
| 1968                          | 44.5              | 0.13552                | 0.86448               | 0.00154    | 0.00783                               |
| 1967                          | 45.5              | 0.13552                | 0.86448               | 0.00133    | 0.00677                               |
| 1966                          | 46.5              | 0.13552                | 0.86448               | 0.00115    | 0.00585                               |
| 1965                          | 47.5              | 0.13552                | 0.86448               | 0.00099    | 0.00506                               |
| 1964                          | 48.5              | 0.13552                | 0.86448               | 0.00086    | 0.00437                               |
| 1963                          | 49.5              | 0.13552                | 0.86448               | 0.00074    | 0.00363                               |
| 1962                          | 50.5              | 0.13552                | 0.86448               | 0.00064    | 0.00299                               |
| 1961                          | 51.5              | 0.13552                | 0.86448               | 0.00055    | 0.00243                               |
| 1960                          | 52.5              | 0.13552                | 0.86448               | 0.00048    | 0.00196                               |
| 1959                          | 53.5              | 0.13552                | 0.86448               | 0.00041    | 0.00154                               |
| 1958                          | 54.5              | 0.13552                | 0.86448               | 0.00036    | 0.00118                               |
| 1957                          | 55.5              | 0.13552                | 0.86448               | 0.00031    | 0.00087                               |
| 1956                          | 56.5              | 0.13552                | 0.86448               | 0.00027    | 0.00060                               |
| 1955                          | 57.5              | 0.13552                | 0.86448               | 0.00023    | 0.00037                               |
| 1954                          | 58.5              | 0.13552                | 0.86448               | 0.00020    | 0.00017                               |

[1] Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

# Big Rivers Electric Corporation 2012 Depreciation Rate Study - Interim Retirement Rate Analysis



General Plant Communication Eqpt Account: 397  
 Date of Retirement (Mid Year): 2013  
 Interim Retirement Rate: 0.08490  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 1.0  
 Remaining Life (F/E + .5) = 2.3

| Development of Interim Retirement Rate |                     |                     |                  |                      |                         |
|--|---------------------|---------------------|------------------|----------------------|-------------------------|
| Activity Year                          | Additions           | Retirements         | Removal Costs    | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                   | C                   | D                | E                    | F = C / E               |
| 1953                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1954                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1955                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1956                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1957                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1958                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1959                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1960                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1961                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1962                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1963                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1964                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1965                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1966                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1967                                   | 0                   | 0                   | 0                | \$ -                 | 0.00000                 |
| 1968                                   | 0                   | 0                   | 2,048            | \$ 2,048             | 0.00000                 |
| 1969                                   | 3,371               | 0                   | 0                | \$ 5,419             | 0.00000                 |
| 1970                                   | 1,877               | 0                   | 0                | \$ 7,297             | 0.00000                 |
| 1971                                   | 0                   | 0                   | 0                | \$ 7,297             | 0.00000                 |
| 1972                                   | 0                   | 0                   | 0                | \$ 7,297             | 0.00000                 |
| 1973                                   | 4,032               | 0                   | 0                | \$ 11,328            | 0.00000                 |
| 1974                                   | 0                   | 0                   | 0                | \$ 11,328            | 0.00000                 |
| 1975                                   | 0                   | 71                  | 0                | \$ 11,256            | 0.00828                 |
| 1976                                   | 2,894               | 0                   | 0                | \$ 14,151            | 0.00000                 |
| 1977                                   | 0                   | 0                   | 0                | \$ 14,151            | 0.00000                 |
| 1978                                   | 0                   | 0                   | 0                | \$ 14,151            | 0.00000                 |
| 1979                                   | 912                 | 0                   | 224              | \$ 15,287            | 0.00000                 |
| 1980                                   | 0                   | 0                   | 864              | \$ 15,952            | 0.00000                 |
| 1981                                   | 649                 | 0                   | 0                | \$ 16,800            | 0.00000                 |
| 1982                                   | 2,691               | 0                   | 38               | \$ 19,529            | 0.00000                 |
| 1983                                   | 50,210              | 14,240              | 0                | \$ 55,499            | 0.25859                 |
| 1984                                   | 4,045               | 3,170               | 0                | \$ 56,374            | 0.05824                 |
| 1985                                   | 1,015,588           | 56,780              | 10,300           | \$ 1,025,501         | 0.05535                 |
| 1986                                   | 26,172              | 4,629               | 0                | \$ 1,047,045         | 0.04422                 |
| 1987                                   | 10,748              | 0                   | 0                | \$ 1,057,790         | 0.00000                 |
| 1988                                   | 27,798              | 2,626               | 0                | \$ 1,082,980         | 0.02422                 |
| 1989                                   | 22,530              | 7,884               | 0                | \$ 1,097,806         | 0.00700                 |
| 1990                                   | 12,921              | 11,575              | 0                | \$ 1,089,152         | 0.01053                 |
| 1991                                   | 27,050              | 0                   | 0                | \$ 1,126,202         | 0.00000                 |
| 1992                                   | 23,027              | 1,313               | 0                | \$ 1,147,916         | 0.00114                 |
| 1993                                   | 3,264               | 5,719               | 0                | \$ 1,145,481         | 0.00499                 |
| 1994                                   | 167,081             | 227,774             | 0                | \$ 1,084,788         | 0.20987                 |
| 1995                                   | 1,894               | 0                   | 0                | \$ 1,086,482         | 0.00000                 |
| 1996                                   | 7,030               | 3,443               | 0                | \$ 1,090,048         | 0.00318                 |
| 1997                                   | 387                 | 0                   | 0                | \$ 1,090,435         | 0.00000                 |
| 1998                                   | 23,421              | 784,830             | 0                | \$ 329,026           | 2.38531                 |
| 1999                                   | 0                   | 1,129               | 0                | \$ 327,897           | 0.00344                 |
| 2000                                   | 0                   | 56,972              | 0                | \$ 270,925           | 0.21029                 |
| 2001                                   | 0                   | 32,785              | 0                | \$ 238,159           | 0.13758                 |
| 2002                                   | 0                   | 2,933               | 0                | \$ 235,227           | 0.01247                 |
| 2003                                   | 3,864               | 0                   | 0                | \$ 239,091           | 0.00000                 |
| 2004                                   | 3,888               | 0                   | 0                | \$ 242,979           | 0.00000                 |
| 2005                                   | 30,948              | 26,936              | 0                | \$ 246,989           | 0.10808                 |
| 2006                                   | 157,098             | 57,985              | 0                | \$ 346,101           | 0.18754                 |
| 2007                                   | 2,950               | 50,509              | 0                | \$ 299,648           | 0.00000                 |
| 2008                                   | 1,106               | 0                   | 0                | \$ 299,648           | 0.00000                 |
| 2009                                   | 0                   | 0                   | 0                | \$ 299,648           | 0.00000                 |
| 2010                                   | 862                 | 0                   | 0                | \$ 300,330           | 0.00000                 |
| 2011                                   | 245,895             | 215,263             | 0                | \$ 330,782           | 0.65081                 |
| <b>TOTAL</b>                           | <b>\$ 1,885,814</b> | <b>\$ 1,588,327</b> | <b>\$ 13,274</b> | <b>\$ 18,472,037</b> | <b>0.08490</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant (1) |
| A                             | B                 | C                      | D = (1-C)             | E          | F                                     |
| 2012                          | 0.5               | 0.08490                | 0.91510               | 0.95755    | 1.87810                               |
| 2011                          | 1.5               | 0.08490                | 0.91510               | 0.87825    | 1.53563                               |
| 2010                          | 2.5               | 0.08490                | 0.91510               | 0.80185    | 1.40525                               |
| 2009                          | 3.5               | 0.08490                | 0.91510               | 0.73377    | 1.28594                               |
| 2008                          | 4.5               | 0.08490                | 0.91510               | 0.67148    | 1.17676                               |
| 2007                          | 5.5               | 0.08490                | 0.91510               | 0.61448    | 1.07885                               |
| 2006                          | 6.5               | 0.08490                | 0.91510               | 0.56230    | 0.98542                               |
| 2005                          | 7.5               | 0.08490                | 0.91510               | 0.51455    | 0.90176                               |
| 2004                          | 8.5               | 0.08490                | 0.91510               | 0.47087    | 0.82520                               |
| 2003                          | 9.5               | 0.08490                | 0.91510               | 0.43089    | 0.75513                               |
| 2002                          | 10.5              | 0.08490                | 0.91510               | 0.39431    | 0.69102                               |
| 2001                          | 11.5              | 0.08490                | 0.91510               | 0.36083    | 0.63235                               |
| 2000                          | 12.5              | 0.08490                | 0.91510               | 0.33019    | 0.57986                               |
| 1999                          | 13.5              | 0.08490                | 0.91510               | 0.30216    | 0.52953                               |
| 1998                          | 14.5              | 0.08490                | 0.91510               | 0.27650    | 0.48457                               |
| 1997                          | 15.5              | 0.08490                | 0.91510               | 0.25303    | 0.44343                               |
| 1996                          | 16.5              | 0.08490                | 0.91510               | 0.23155    | 0.40578                               |
| 1995                          | 17.5              | 0.08490                | 0.91510               | 0.21189    | 0.37133                               |
| 1994                          | 18.5              | 0.08490                | 0.91510               | 0.19390    | 0.33980                               |
| 1993                          | 19.5              | 0.08490                | 0.91510               | 0.17743    | 0.31095                               |
| 1992                          | 20.5              | 0.08490                | 0.91510               | 0.16237    | 0.28455                               |
| 1991                          | 21.5              | 0.08490                | 0.91510               | 0.14858    | 0.26039                               |
| 1990                          | 22.5              | 0.08490                | 0.91510               | 0.13597    | 0.23829                               |
| 1989                          | 23.5              | 0.08490                | 0.91510               | 0.12443    | 0.21805                               |
| 1988                          | 24.5              | 0.08490                | 0.91510               | 0.11386    | 0.19954                               |
| 1987                          | 25.5              | 0.08490                | 0.91510               | 0.10419    | 0.18280                               |
| 1986                          | 26.5              | 0.08490                | 0.91510               | 0.09535    | 0.16710                               |
| 1985                          | 27.5              | 0.08490                | 0.91510               | 0.08725    | 0.15291                               |
| 1984                          | 28.5              | 0.08490                | 0.91510               | 0.07984    | 0.13993                               |
| 1983                          | 29.5              | 0.08490                | 0.91510               | 0.07307    | 0.12805                               |
| 1982                          | 30.5              | 0.08490                | 0.91510               | 0.06686    | 0.11718                               |
| 1981                          | 31.5              | 0.08490                | 0.91510               | 0.06119    | 0.10723                               |
| 1980                          | 32.5              | 0.08490                | 0.91510               | 0.05599    | 0.09812                               |
| 1979                          | 33.5              | 0.08490                | 0.91510               | 0.05124    | 0.08979                               |
| 1978                          | 34.5              | 0.08490                | 0.91510               | 0.04689    | 0.08217                               |
| 1977                          | 35.5              | 0.08490                | 0.91510               | 0.04291    | 0.07519                               |
| 1976                          | 36.5              | 0.08490                | 0.91510               | 0.03926    | 0.06881                               |
| 1975                          | 37.5              | 0.08490                | 0.91510               | 0.03593    | 0.06297                               |
| 1974                          | 38.5              | 0.08490                | 0.91510               | 0.03288    | 0.05782                               |
| 1973                          | 39.5              | 0.08490                | 0.91510               | 0.03009    | 0.05273                               |
| 1972                          | 40.5              | 0.08490                | 0.91510               | 0.02753    | 0.04825                               |
| 1971                          | 41.5              | 0.08490                | 0.91510               | 0.02520    | 0.04415                               |
| 1970                          | 42.5              | 0.08490                | 0.91510               | 0.02306    | 0.04041                               |
| 1969                          | 43.5              | 0.08490                | 0.91510               | 0.02110    | 0.03698                               |
| 1968                          | 44.5              | 0.08490                | 0.91510               | 0.01931    | 0.03384                               |
| 1967                          | 45.5              | 0.08490                | 0.91510               | 0.01767    | 0.03096                               |
| 1966                          | 46.5              | 0.08490                | 0.91510               | 0.01617    | 0.02833                               |
| 1965                          | 47.5              | 0.08490                | 0.91510               | 0.01480    | 0.02593                               |
| 1964                          | 48.5              | 0.08490                | 0.91510               | 0.01354    | 0.02373                               |
| 1963                          | 49.5              | 0.08490                | 0.91510               | 0.01239    | 0.02171                               |
| 1962                          | 50.5              | 0.08490                | 0.91510               | 0.01134    | 0.01987                               |
| 1961                          | 51.5              | 0.08490                | 0.91510               | 0.01038    | 0.01818                               |
| 1960                          | 52.5              | 0.08490                | 0.91510               | 0.00949    | 0.16864                               |
| 1959                          | 53.5              | 0.08490                | 0.91510               | 0.00869    | 0.01523                               |
| 1958                          | 54.5              | 0.08490                | 0.91510               | 0.00795    | 0.01393                               |
| 1957                          | 55.5              | 0.08490                | 0.91510               | 0.00728    | 0.01275                               |
| 1956                          | 56.5              | 0.08490                | 0.91510               | 0.00668    | 0.01167                               |
| 1955                          | 57.5              | 0.08490                | 0.91510               | 0.00609    | 0.01068                               |
| 1954                          | 58.5              | 0.08490                | 0.91510               | 0.00558    | 0.00510                               |

(1) Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

# Big Rivers Electric Corporation 2012 Depreciation Rate Study - Interim Retirement Rate Analysis



General Plant Miscellaneous Eqpt Account: 398  
 Date of Retirement (Mid Year): 2021  
 Interim Retirement Rate: 0.24188  
 Study Date, Year-End: 2012  
 Future Life from Study Date: 9.0  
 Remaining Life (F/E + .5) = 3.5

| Development of Interim Retirement Rate |                   |                   |               |                      |                         |
|--|-------------------|-------------------|---------------|----------------------|-------------------------|
| Activity Year                          | Additions         | Retirements       | Removal Costs | Yr-End Plant Balance | Interim Retirement Rate |
| A                                      | B                 | C                 | D             | E                    | F = C / E               |
| 1953                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1954                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1955                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1956                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1957                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1958                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1959                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1960                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1961                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1962                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1963                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1964                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1965                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1966                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1967                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1968                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1969                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1970                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1971                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1972                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1973                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1974                                   | 0                 | 2,056             | 0             | \$ -                 | 0.00000                 |
| 1975                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1976                                   | 0                 | 232               | 0             | \$ -                 | 0.00000                 |
| 1977                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1978                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1979                                   | 6,745             | 1,819             | 0             | \$ 5,127             | 0.31571                 |
| 1980                                   | 0                 | 0                 | 0             | \$ 5,127             | 0.00000                 |
| 1981                                   | 3,777             | 3,120             | 171           | \$ 5,955             | 0.52381                 |
| 1982                                   | 0                 | 358               | 0             | \$ 5,597             | 0.06394                 |
| 1983                                   | 829               | 10,640            | 0             | \$ -                 | 0.00000                 |
| 1984                                   | 0                 | 0                 | 0             | \$ -                 | 0.00000                 |
| 1985                                   | 0                 | 27,811            | 0             | \$ -                 | 0.00000                 |
| 1986                                   | 0                 | 10,842            | 0             | \$ -                 | 0.00000                 |
| 1987                                   | 0                 | 7,871             | 0             | \$ -                 | 0.00000                 |
| 1988                                   | 0                 | 6,016             | 0             | \$ -                 | 0.00000                 |
| 1989                                   | 0                 | 9,363             | 0             | \$ -                 | 0.00000                 |
| 1990                                   | 2,568             | 936               | 0             | \$ 1,832             | 0.57334                 |
| 1991                                   | 2,763             | 365               | 0             | \$ 4,031             | 0.09059                 |
| 1992                                   | 0                 | 210               | 0             | \$ 3,821             | 0.05495                 |
| 1993                                   | 0                 | 7,490             | 0             | \$ -                 | 0.00000                 |
| 1994                                   | 0                 | 7,987             | 0             | \$ -                 | 0.00000                 |
| 1995                                   | 1,902             | 1,267             | 0             | \$ 835               | 1.89413                 |
| 1996                                   | 583               | 2,505             | 0             | \$ -                 | 0.00000                 |
| 1997                                   | 1,134             | 702               | 0             | \$ 432               | 1.82280                 |
| 1998                                   | 3,118             | 128,875           | 0             | \$ -                 | 0.00000                 |
| 1999                                   | 4,917             | 8,320             | 0             | \$ -                 | 0.00000                 |
| 2000                                   | 4,242             | 11,097            | 0             | \$ -                 | 0.00000                 |
| 2001                                   | 2,788             | 6,178             | 0             | \$ -                 | 0.00000                 |
| 2002                                   | 27,460            | 0                 | 0             | \$ 27,460            | 0.00000                 |
| 2003                                   | 3,454             | 1,951             | 0             | \$ 28,963            | 0.08737                 |
| 2004                                   | 1,832             | 841               | 0             | \$ 29,954            | 0.02141                 |
| 2005                                   | 12,233            | 833               | 0             | \$ 41,555            | 0.01522                 |
| 2006                                   | 48,299            | 3,138             | 0             | \$ 86,717            | 0.03817                 |
| 2007                                   | 1,824             | 1,195             | 0             | \$ 87,347            | 0.01388                 |
| 2008                                   | 18,103            | 1,577             | 0             | \$ 103,873           | 0.01518                 |
| 2009                                   | 13,475            | 0                 | 0             | \$ 117,348           | 0.00000                 |
| 2010                                   | 5,070             | 713               | 0             | \$ 121,704           | 0.00586                 |
| 2011                                   | 84,559            | 0                 | 0             | \$ 206,263           | 0.00000                 |
| <b>TOTAL</b>                           | <b>\$ 251,254</b> | <b>\$ 263,802</b> | <b>\$ 171</b> | <b>\$ 1,089,803</b>  | <b>0.24188</b>          |

| Interim Retirement Life Table |                   |                        |                       |            |                                       |
|-------------------------------|-------------------|------------------------|-----------------------|------------|---------------------------------------|
| Year Placed                   | Age at 12/31/2009 | Annual Retirement Rate | Annual Survival Ratio | Life Table | Unrealized Life of Original Plant (1) |
| A                             | B                 | C                      | D = (1 - C)           | E          | F                                     |
| 2012                          | 0.5               | 0.24188                | 0.75812               | 0.87906    | 2.82422                               |
| 2011                          | 1.5               | 0.24188                | 0.75812               | 0.86843    | 1.98947                               |
| 2010                          | 2.5               | 0.24188                | 0.75812               | 0.50524    | 1.50826                               |
| 2009                          | 3.5               | 0.24188                | 0.75812               | 0.38303    | 1.14344                               |
| 2008                          | 4.5               | 0.24188                | 0.75812               | 0.29038    | 0.86686                               |
| 2007                          | 5.5               | 0.24188                | 0.75812               | 0.22014    | 0.85719                               |
| 2006                          | 6.5               | 0.24188                | 0.75812               | 0.16890    | 0.49823                               |
| 2005                          | 7.5               | 0.24188                | 0.75812               | 0.12653    | 0.37771                               |
| 2004                          | 8.5               | 0.24188                | 0.75812               | 0.09592    | 0.28635                               |
| 2003                          | 9.5               | 0.24188                | 0.75812               | 0.07272    | 0.21709                               |
| 2002                          | 10.5              | 0.24188                | 0.75812               | 0.05513    | 0.18458                               |
| 2001                          | 11.5              | 0.24188                | 0.75812               | 0.04180    | 0.12477                               |
| 2000                          | 12.5              | 0.24188                | 0.75812               | 0.03169    | 0.09459                               |
| 1999                          | 13.5              | 0.24188                | 0.75812               | 0.02402    | 0.07171                               |
| 1998                          | 14.5              | 0.24188                | 0.75812               | 0.01821    | 0.05437                               |
| 1997                          | 15.5              | 0.24188                | 0.75812               | 0.01381    | 0.04122                               |
| 1996                          | 16.5              | 0.24188                | 0.75812               | 0.01047    | 0.03125                               |
| 1995                          | 17.5              | 0.24188                | 0.75812               | 0.00794    | 0.02369                               |
| 1994                          | 18.5              | 0.24188                | 0.75812               | 0.00602    | 0.01798                               |
| 1993                          | 19.5              | 0.24188                | 0.75812               | 0.00456    | 0.01361                               |
| 1992                          | 20.5              | 0.24188                | 0.75812               | 0.00346    | 0.01032                               |
| 1991                          | 21.5              | 0.24188                | 0.75812               | 0.00282    | 0.00783                               |
| 1990                          | 22.5              | 0.24188                | 0.75812               | 0.00199    | 0.00593                               |
| 1989                          | 23.5              | 0.24188                | 0.75812               | 0.00151    | 0.00450                               |
| 1988                          | 24.5              | 0.24188                | 0.75812               | 0.00114    | 0.00341                               |
| 1987                          | 25.5              | 0.24188                | 0.75812               | 0.00087    | 0.00258                               |
| 1986                          | 26.5              | 0.24188                | 0.75812               | 0.00066    | 0.00198                               |
| 1985                          | 27.5              | 0.24188                | 0.75812               | 0.00050    | 0.00149                               |
| 1984                          | 28.5              | 0.24188                | 0.75812               | 0.00038    | 0.00113                               |
| 1983                          | 29.5              | 0.24188                | 0.75812               | 0.00029    | 0.00085                               |
| 1982                          | 30.5              | 0.24188                | 0.75812               | 0.00022    | 0.00065                               |
| 1981                          | 31.5              | 0.24188                | 0.75812               | 0.00016    | 0.00049                               |
| 1980                          | 32.5              | 0.24188                | 0.75812               | 0.00012    | 0.00037                               |
| 1979                          | 33.5              | 0.24188                | 0.75812               | 0.00009    | 0.00028                               |
| 1978                          | 34.5              | 0.24188                | 0.75812               | 0.00007    | 0.00021                               |
| 1977                          | 35.5              | 0.24188                | 0.75812               | 0.00005    | 0.00016                               |
| 1976                          | 36.5              | 0.24188                | 0.75812               | 0.00004    | 0.00012                               |
| 1975                          | 37.5              | 0.24188                | 0.75812               | 0.00003    | 0.00009                               |
| 1974                          | 38.5              | 0.24188                | 0.75812               | 0.00002    | 0.00007                               |
| 1973                          | 39.5              | 0.24188                | 0.75812               | 0.00002    | 0.00005                               |
| 1972                          | 40.5              | 0.24188                | 0.75812               | 0.00001    | 0.00004                               |
| 1971                          | 41.5              | 0.24188                | 0.75812               | 0.00001    | 0.00003                               |
| 1970                          | 42.5              | 0.24188                | 0.75812               | 0.00001    | 0.00002                               |
| 1969                          | 43.5              | 0.24188                | 0.75812               | 0.00001    | 0.00002                               |
| 1968                          | 44.5              | 0.24188                | 0.75812               | 0.00000    | 0.00001                               |
| 1967                          | 45.5              | 0.24188                | 0.75812               | 0.00000    | 0.00001                               |
| 1966                          | 46.5              | 0.24188                | 0.75812               | 0.00000    | 0.00001                               |
| 1965                          | 47.5              | 0.24188                | 0.75812               | 0.00000    | 0.00001                               |
| 1964                          | 48.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |
| 1963                          | 49.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |
| 1962                          | 50.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |
| 1961                          | 51.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |
| 1960                          | 52.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |
| 1959                          | 53.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |
| 1958                          | 54.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |
| 1957                          | 55.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |
| 1956                          | 56.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |
| 1955                          | 57.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |
| 1954                          | 58.5              | 0.24188                | 0.75812               | 0.00000    | 0.00000                               |

(1) Unrealized Life = Sum Life Table from (n-1) for (Future Life - .5) values

**BIG RIVERS ELECTRIC CORPORATION**  
**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION**  
**FOR A GENERAL ADJUSTMENT IN RATES**  
**CASE NO. 2013-00199**

**Response to the Commission Staff's**  
**Initial Request for Information**  
**dated June 10, 2013**

**July 12, 2013**

1 **Item 55)** *Concerning depreciation, provide the following information:*

2 *a. A copy of Big Rivers' most recent depreciation study. If no such*  
3 *study exists, provide a copy of Big Rivers' most recent depreciation*  
4 *schedule. The schedule should include a list of all facilities by*  
5 *account number, service life and accrual rate for each plant item, the*  
6 *methodology that supports the schedule, and the date the schedule*  
7 *was last updated.*

8 *b. Information for plotting depreciation guideline curves in accordance*  
9 *with RUS Bulletin 183-1 for the most recent 12 months for which*  
10 *information is available. Provide information separately for*  
11 *production plant and transmission plant as shown in Schedule 14.*

12

13 **Response)** a. A copy of Big Rivers' most recent depreciation study is provided on the  
14 accompanying CD.

15 b. The attached schedule contains the information for plotting depreciation  
16 guideline curves in accordance with RUS Bulletin 183-1 for the most  
17 recent 12 months available.

1

2 **Witness)** Billie J. Richert

**Big Rivers Electric Corporation**  
**Case No. 2013-00199**  
**Data for Depreciation Guideline Curve**  
**RUS Bulletin 183-1**

| 12 Months Ended                  | Plant In Service<br>(a) | Accumulated Provision<br>For Depreciation<br>Plant in Service<br>(b) | Reserve Ratio<br>(c) = (b) / (a) | Current Plant In Service<br>to Plant In Service<br>Ten Years Prior<br>(d) |
|----------------------------------|-------------------------|--|----------------------------------|---|
| <b><u>Production Plant</u></b>   |                         |  |                                  |   |
| 5/31/2013                        | 1,720,228,139           | 848,392,488  | 49.32%                           | 1.28  |
| 5/31/2003                        | 1,338,963,802           | 652,794,576  | 48.75%                           |   |
| <b><u>Transmission Plant</u></b> |                         |  |                                  |   |
| 5/31/2013                        | 249,037,726             | 119,062,075  | 47.81%                           | 1.22  |
| 5/31/2003                        | 203,964,076             | 85,993,626   | 42.16%                           |   |
|                                  |                         |  |                                  |   |
|                                  |                         |  |                                  |   |
|                                  |                         |  |                                  |   |



**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
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**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 56)** *Regarding demand-side management, conservation and energy*  
2 *efficiency programs, provide the following:*

3 *a. A list of all programs currently offered by Big Rivers and its member*  
4 *cooperatives.*

5 *b. The total cost incurred for these programs by Big Rivers in each of the three*  
6 *most recent calendar years.*

7 *c. The total demand and energy reductions realized through these programs in*  
8 *each of the three most recent calendar years.*

9 *d. The total cost for these programs included in the proposed forecasted test period*  
10 *and the expected demand and energy reductions to be realized therefrom.*

11

12 **Response)**

13 a. Residential Programs

14 DSM 01-Residential High Efficiency Lighting Replacement Program

15 DSM 02-ENERGY STAR® Clothes Washer Replacement

16 DSM 03-ENERGY STAR® Refrigerator Replacement

17 DSM 04-Residential High Efficiency HVAC Program

**BIG RIVERS ELECTRIC CORPORATION**  
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**Dated June 10, 2013**

**July 12, 2013**

1 DSM 05/10-Residential Weatherization Program

2 DSM 06-Touchstone Energy® New Home Program

3 DSM 07-Residential HVAC Tune-Up Program

4 Commercial/Industrial (C/I) Programs

5 DSM 07-C/I HVAC Tune-Up Program

6 DSM 08-C/I High Efficiency Lighting Replacement Incentive Program

7 DSM 09-C/I General Energy Efficiency Program

8 DSM 11-C/I High Efficiency HVAC

9 Other Programs

10 DSM 12-High Efficiency Outdoor Lighting

|    |    |                |           |
|----|----|----------------|-----------|
| 11 | b. | 2010           | \$0       |
| 12 |    | 2011           | \$303,357 |
| 13 |    | 2012           | \$616,957 |
| 14 |    | 2013 YTD April | \$194,121 |

15

16

17

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
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CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

| 1 | c.             | Incremental KW   | Incremental   |
|---|----------------|------------------|---------------|
| 2 |                | Demand Reduction | MWh Reduction |
| 3 | 2010           | 0                | 0             |
| 4 | 2011           | 582              | 2,426         |
| 5 | 2012           | 1,238            | 4,967         |
| 6 | 2013 YTD April | 445              | 1,417         |

| 9  | d.        | Incremental KW   | Incremental   |
|----|-----------|------------------|---------------|
| 10 |           | Demand Reduction | MWh Reduction |
| 11 | Test Year | 1,766            | 6,088         |

12  
13 The amount of DSM/EE Program cost included in the forecasted test period is  
14 \$1,096,000. Of this amount, \$96,000 was adjusted out of the forecasted test period as a  
15 pro forma adjustment, leaving the \$1,000,000, the annual DSM/EE Program amount  
16 approved by the Commission in its November 2011 Order in Case No. 2011-0036, in the  
17 forecasted test period. Supporting schedules for individual adjustments are included in

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 Exhibit Wolfram-2 of the Direct Testimony of Mr. John Wolfram, Tab No. 70 of Big  
2 Rivers' Rate Application

3

4 **Witness)** Lindsay N. Barron

5

**BIG RIVERS ELECTRIC CORPORATION**

**APPLICATION OF BIG RIVERS ELECTRIC CORPORATION FOR A  
GENERAL ADJUSTMENT IN RATES  
CASE NO. 2013-00199**

**Response to Commission Staff's Initial Request for Information  
Dated June 10, 2013**

**July 12, 2013**

1 **Item 57)** *To the extent not included in other responses, provide all workpapers,*  
2 *calculations, and assumptions Big Rivers used to develop its forecasted test period*  
3 *financial information.*

4

5 **Response)** Please find the requested workpapers, calculations, and assumptions,  
6 provided in electronic format with formulas intact, on the CDs accompanying these  
7 responses, one of which is a CONFIDENTIAL CD that is being provided under a petition  
8 for confidential treatment.

9

10 **Witnesses)** John Wolfram, Jeffrey R. Williams & Christopher A. Warren

11