EXHIBIT I INSURANCE

INSURANCE OBTAINED BY CONTRACTOR

A. Contractor shall procure, pay premiums, and provide its own insurance coverage during the performance of the Work. Owner requires Contractor to obtain the following coverage's:

Contractor shall at all times during the period in which the Agreement is in force, provide and maintain insurance, and shall require all Subcontractors of all tiers to provide and maintain insurance of the type and with limits as stated in this Exhibit I.

Contractor and its Subcontractors are responsible for maintaining, at their own cost, any other insurance they deem necessary.

The insurance specified may be provided in a policy, primary and excess.

Contactor shall (i) provide and maintain, and shall require any Subcontractor to provide and maintain the following insurance (except that, with regard to insurance provided or maintained by Subcontractors, Contractor may request from Owner that the Umbrella/Excess Liability Insurance (item (d), below) have lower limits commensurate with what is reasonable given the Subcontractor's size and scope of work, but in no event less than

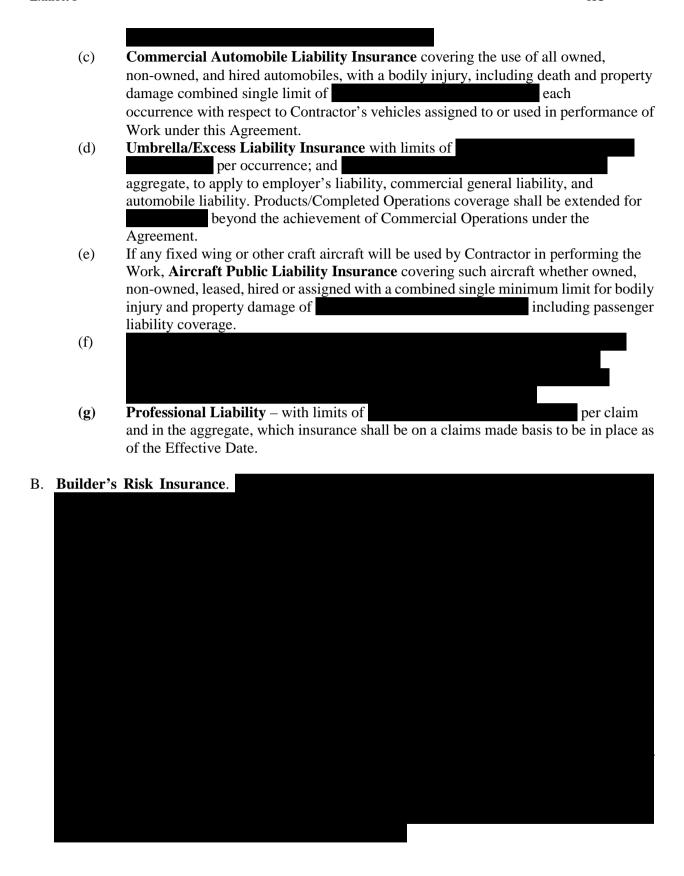
- (a) Workers' Compensation and Employer's Liability Policy, which shall include:
 - 1) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of the state where the Work is performed;
 - 2) Employer's Liability (Coverage B) with limits of Bodily Injury by Accident, each

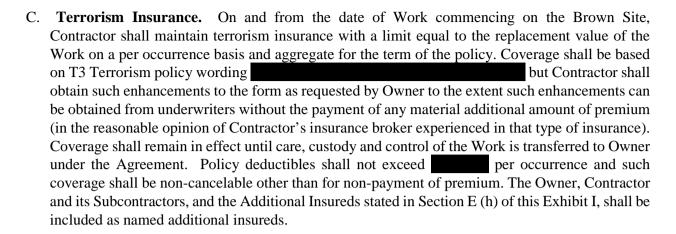
Bodily Injury by Accident, each Accident,

Bodily Injury by Disease, each Employee;

- 3) <u>U.S. Longshore</u> and Harbor Workers Compensation Act coverage;
- 4) Cancellation Clause; and
- 5) All States Endorsement.







- D. Marine Cargo Insurance. During the performance of the Work, Contactor shall carry and maintain Marine Cargo Insurance covering "all risks" of direct physical loss or damage to materials, supplies, and equipment ("goods") intended to become a part of the Project. "All Risks" conditions of coverage include loss due to strikes, riots, civil commotion, terrorism and war as defined in the policy. Coverage shall be in an amount equal to the value of the largest single shipment on a CIF plus basis and shall be subject to a deductible of per loss. Coverage commences at the time of first-loading at point of origin through unloading at the Brown Site and includes for avoidance of doubt, unloading and reloading at temporary locations and transshipment to the Mill Creek Site. Contractor, its Subcontractors, and the Owner, shall be included as additional insureds.
- E. **Endorsements and Other Requirements**. The insurance carried in accordance with Sections A, B, C and D shall conform with the endorsements requirements as specified below:

 - (b) Implication of Insurance: Owner reserve the right to request and receive a summary of coverage of any of the above policies or endorsements; however, Owner shall not be obligated to review any of Contractor's certificates of insurance, insurance policies, or endorsements, or to advise Contractor of any deficiencies in such documents. Any receipt of such documents or their review by Owner shall not relieve Contractor from or be deemed a waiver of Owner's rights to insist on strict fulfillment of Contractor's obligations under this Agreement.
 - (c) Other Notices: Contractor shall provide notice of any accidents or claims at any Generating Station Site to Owner's Representative.

(d) Certificates of Insurance

- The Certificate shall properly identify the certificate holder as LG&E AND KU SERVICES COMPANY and AFFILIATES.
- Purpose of submitting the certificate is to evidence the coverage in force
- Under no circumstances shall Contractor or any Subcontractor be permitted to mobilize prior to submitting a certificate acceptable to Owner. Owner retains the right to waive this requirement at its sole discretion.
- The Certificate shall evidence days prior notice of cancellation.
- (e) All insurance provided by Contractor and Subcontractors shall be primary and non-contributory with respect to any insurance available to certificate holder.
- (f) Automobile Liability and Commercial General Liability and Excess Liability shall include Cross Liability Coverage.
- (g) Subrogation and Waiver



(h) Additional Insured

Owner, Owner's employees, Owner's divisions, affiliates, or subsidiary companies, Owner's Engineer, and Financing Parties shall be named as Additional Insureds as respects the Commercial General Liability, Automobile Liability and Excess Liability policies.

(i) Loss Payee

Attachment 1

SLIP TERMS – PROJECT BUILDERS RISK

Policy Form: Carrier issued All Risk Builders Risk Form to be agreed and under terms and

conditions mutually acceptable to the Underwriters, Contractor, and the Owner.

Interests: Work comprising preliminary works (including associated works and Brown Site

mobilization), permanent works and temporary works undertaken in relation to the Agreement including but not limited to soft costs (Legal/ Accounting Fees and Project Administration Expense), designs, drawings, specifications and plans to be provided, process plant machinery, fuel supplies, unfixed materials and goods and all other property for use in connection with the works including any other construction

and works contracted by the Owner.

Territory: Anywhere in the United States of America in connection with the Work, provided

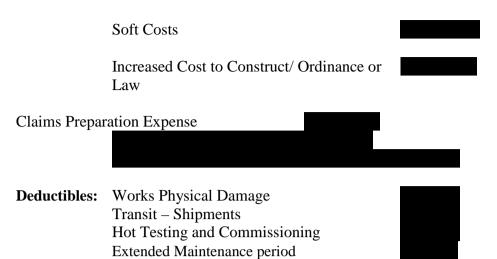
however, should Contractor procure property or equipment as outlined under Interests above from outside the United States of America, no less than days prior to any such procurement, Contractor shall cause to be maintained insurance providing coverage for the perils identified herein written with limits commensurate with the respective values at risk. Such policies shall remain in full force and effect until the property or equipment reaches the United States of America and is covered

under the Builders Risk policy required herein.

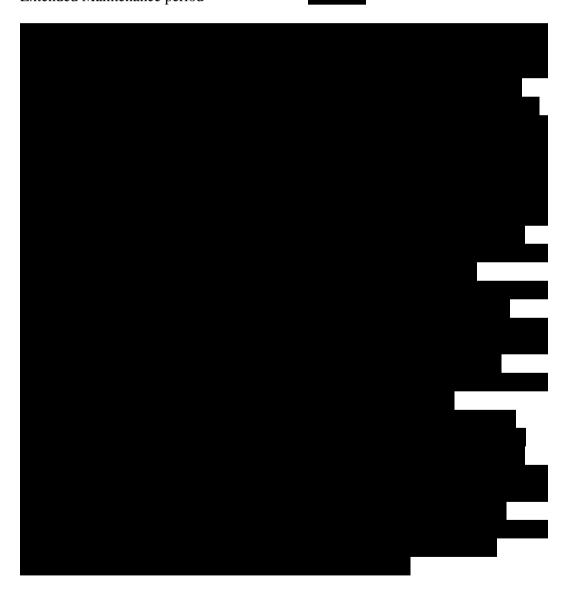
Coverage: Property Damage – "All-Risk" of Physical Loss or Damage including Flood, earth

movement and test and commissioning risks.

Policy Limit:		
Sublimits:		
	Debris Removal	of the loss, whichever is less)
	Terrorism	Policy Limit
	Expediting Expenses/Extra Expense (Additional Cost of Working)	of the loss, whichever is less
	Damage to Existing Property	



Conditions:



Choice of Law Jurisdiction:

Law: This insurance shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of law rules.

Jurisdiction: The United States of America in accordance with the provisions of the SERVICE OF SUIT CLAUSE (U.S.A.) to be made upon Mendes and Mount, N.Y.