

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

RIVERSIDE GENERATING COMPANY, L.L.C.)	
)	
v.)	Case No. 2017-00472
)	
KENTUCKY POWER COMPANY)	

**RIVERSIDE GENERATING COMPANY, L.L.C.'S RESPONSE TO
KENTUCKY POWER COMPANY'S FIRST REQUEST FOR INFORMATION**

Filed: April 20, 2018

Riverside Generating Company, L.L.C.
Case No. 2017-00472
Kentucky Power Company's Request for Information

1. Please refer to Mr. Hammond's testimony at pages 5-6.
 - a. Do the Zelda and Foothills Facilities described by Mr. Hammond house their control room or control rooms in a common building or other facility?
 - b. Please clearly indicate on an aerial photograph, map, or diagram of the Zelda and Foothills facilities the location or locations of the building or buildings used to house the control room or control rooms for the Zelda and Foothills Facilities?
 - c. Do the Zelda and Foothills Facilities described by Mr. Hammond house their administrative functions (including but not limited to offices, rest rooms, and breakrooms) or other similar activities in a common building or other facility?
 - d. Please clearly indicate on an aerial photograph, map or diagram of the Zelda and Foothills Facilities the location or locations of the building or buildings used to house the administrative functions (including but not limited to offices, rest rooms, and breakrooms) or other similar activities for the Zelda and Foothills Facilities?
 - e. Do the Zelda and Foothill Facilities receive natural gas transportation service from a single common carrier's natural gas pipeline?
 - f. Please clearly indicate on an aerial photograph, map, or diagram of the Zelda and Foothills Facilities and any adjoining property necessary, the location or locations of the terminus or termini of the natural gas pipeline or pipelines that serves or serve the Zelda and Foothills Facilities? The map should clearly indicate in detail the terminus or termini of the common carrier or common carriers' pipeline or pipelines and the beginning of the gas line or lines owned by Riverside for both the Zelda and Foothills Facilities, and where the facilities used to supply natural gas to the Zelda and Foothills facilities enter the property of Zelda and/or Foothills Facilities.
 - g. Please clearly indicate on an aerial photograph, map, or diagram of the Zelda and Foothills Facilities the location or locations of any other common or shared facility or facilities or building or buildings used in the operation of the Zelda and Foothills Facilities. Please label each such building and facility and clearly indicate its purpose.

- a. Do the Zelda and Foothill Facilities receive water service from a common hookup or line?
- b. Is water service separately metered for the Zelda and Foothills Facilities?
- c. Please clearly indicate on an aerial photograph, map, or diagram of the Zelda and Foothills Facilities and any adjoining property necessary, the location or locations of the terminus or termini of the water service provider's line or lines that serves or serve the Zelda and Foothills Facilities? The map should clearly indicate in detail the terminus or termini of the water service provider's water line or lines and the beginning of the water line or lines owned by Riverside for both the Zelda and Foothills Facilities, and where the facilities used to supply water to the Zelda and Foothills Facilities enter the property of Zelda and/or Foothills Facilities.
- d. Do the Zelda and Foothill Facilities receive sewerage service from a common hookup or line?
- e. Is sewerage service separately metered for the Zelda and Foothills Facilities?
- f. Please clearly indicate on an aerial photograph, map, or diagram of the Zelda and Foothills Facilities and any adjoining property necessary, the location or locations of the terminus or termini of the sewerage service provider's line or lines that serves or serve the Zelda and Foothills Facilities? The map should clearly indicate in detail the terminus or termini of the sewerage service provider's sewerage line or lines and the beginning of the sewerage line or lines owned by Riverside for both the Zelda and Foothills Facilities, and where the facilities used to supply sewerage service to the Zelda and Foothills Facilities enter the property of Zelda and/or Foothills Facilities.

Response:

- a. Both sites contain independent control rooms that can operate their respective sites. For convenience and efficiency both sites commonly use the Zelda control room for operations. It is worth noting that remote operation of peaking generation facilities is common in the industry (*e.g.*, Riverside's related entities own plants similarly remotely controlled, including one from ¼ mile away and one in the Detroit area operated remotely from the Pittsburgh area).
- b. Please see Page 4 of this Response
- c. An administrative building located on the Zelda site serves both the Zelda and Foothills sites.

- d. Please see Page 5 of this Response.
- e. Natural gas for Riverside's Zelda and Foothills facilities is acquired from the Tennessee Gas pipeline at Station 114, located approximately 9 miles northwest of the sites. A 20-inch pipeline owned by Riverside transports the natural gas to the Zelda and Foothills sites and their respective on-site natural gas yards; the Zelda yard (located adjacent to the north side of the Administration Building) is served directly from the 20-inch primary pipeline and the Foothills yard (located adjacent to the northwest corner of Foothills Unit 1) is served by a dedicated 16-inch pipeline connected to the primary pipeline.
- f. An aerial photograph, map, or diagram with the detail requested is unavailable. Please see Page 6 of this Response.
- g. Please see Page 7 of this Response
- h. Water for fire protection, pilot water injection and CTG power augmentation inlet fogging is received from Big Sandy Water District through a 6" line entering the site from the west under the railroad tracks. Water at Zelda is stored in either of two, 300,000-gallon, cone-roof, lined, stainless steel tanks with 210,000 gallons dedicated to firefighting. Foothills has a single 380,000-gallon tank of similar design with 270,000 gallons dedicated to firefighting.
- i. No. Both sites are metered from the same Big Sandy Water District meter located between the sites.
- j. An aerial photograph, map, or diagram with the detail requested is unavailable. Please see Page 8 of this Response.
- k. Yes.
- l. No.
- m. Please see Page 9 of this Response.













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2. Please refer to Mr. Hammond's testimony at page 4. Based on the actual 2017 operations of the Zelda Facility, please indicate on a monthly basis the electric energy that would have been supplied to the Zelda Facility by Kentucky Power if the relief Riverside seeks in this case had been granted effective December 31, 2106.

Response:

Please see Riverside's Response to Commission Staff's First Request for Information, Item 9.

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3. Please refer to Mr. Hammond's testimony at page 4. Based on the actual 2017 operations of the Foothills Facility, please indicate on a monthly basis the electric energy that would have been supplied to the Foothills Facility by Kentucky Power if the relief Riverside seeks in this case had been granted effective December 31, 2106.

Response:

Please see Riverside's Response to Commission Staff's First Request for Information, Item 9.

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4. Please refer to Mr. Hammond's testimony at page 3 and his reference to the "station power needs" of the Zelda and Foothills Facilities. For calendar year 2017 please provide by hour the "station power needs" of the Foothills Facility.

Response:

Please see Page 2 of this Response.

Foothills (004)	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	YTD 2017
Energy Usage (KWh) Monthly	259984.000	301088.000	338080.000	344000.000	307164.000	322732.000	323076.000	323244.000	343208.000	316272.000	340346.000	383196.000	3902390.000
Energy Usage (KWh) Daily	8386.581	10753.143	10905.806	11466.667	9908.516	10757.733	10421.806	10427.226	11440.267	10542.400	11344.867	12361.161	10726.348
Energy Usage (KWh) Hourly	349.441	448.048	454.409	477.778	412.855	448.239	434.242	434.468	476.678	439.267	472.703	515.048	446.931

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5. Please refer to Mr. Hammond's testimony at page 3 and his reference to the "station power needs" of the Zelda and Foothills facilities. For calendar year 2017 please provide by hour the "station power needs" of the Zelda Facility.

Response:

Please see Page 2 of this Response.

Zelda (035)	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	YTD 2017
Energy Usage (KWh) Monthly	537144.000	561052.000	512720.000	494060.000	489040.000	475112.000	470404.000	466628.000	479440.000	438412.000	501622.000	440808.000	5866442.000
Energy Usage (KWh) Daily	17327.226	20037.571	16539.355	16468.667	15775.484	15837.067	15174.323	15052.516	15981.333	14142.323	16720.733	14219.613	16106.351
Energy Usage (KWh) Hourly	721.968	834.899	689.140	686.194	657.312	659.878	632.263	627.188	665.889	589.263	696.697	592.484	671.098

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6. Please refer to the description of Riverside's generating assets at pages 2-3 of Mr. Hammond's testimony. For each of the past three yearly periods ended March 31 of the years 2016-2018 please provide the following information regarding the Zelda Facility:
- a. the number and identity of Riverside employees providing services, working at, stationed at, or otherwise affecting or involved with the operation of the Zelda Facility. For each such Riverside employee please provide separately by employee for each such yearly period whether he or she also provided services, worked at, was stationed at, or otherwise affected or was involved with the operation of the Foothills Facility;
 - b. the number and identity of each Non-Riverside employee providing services, working at, stationed at, or otherwise affecting or involved with the operation of the Zelda Facility. For each such non-Riverside employee provide separately by employee for each such yearly period the following information:
 - i. whether the Non-Riverside employee also provided services, worked at, was stationed at, or otherwise affected or was involved with the operation of the Foothills Facility;
 - ii. the identity of the employer of the Non-Riverside employee; and
 - iii. whether the employer of the Non-Riverside employee is owned by, shares common ownership with, or is otherwise affiliated with Riverside.

Response:

- a. Please see page 2 of this Response. Each employee during each yearly period also provided services, worked at, was stationed at, or otherwise affected or was involved with the operation of the Foothills Facility.
- b. Please see Page 3 of this Response. Each Non-Riverside employee during each yearly period also provided services, worked at, was stationed at, or otherwise affected or was involved with the operation of the Foothills Facility.

RIVERSIDE GENERATING COMPANY LLC EMPLOYEES			
Term Ending	Last Name	First Name	
YE 03312016	Burns	Jon	
YE 03312016	Chaffin	Wayne	
YE 03312016	Fluty	Nicholas	
YE 03312016	Hamlin	Larry	
YE 03312016	Holbrook	Steven	
YE 03312016	Moore	Elaine	
YE 03312016	Orsak	Larry	
YE 03312016	Walker	Jimmie	
8	TOTAL RIVERSIDE EMPLOYEES 2016		
YE 03312017	Burns	Jon	DOT 07/2017
YE 03312017	Chaffin	Wayne	
YE 03312017	Fluty	Nicholas	
YE 03312017	Greene	Steven	DOH 02/2017
YE 03312017	Hamlin	Larry	
YE 03312017	Holbrook	Steven	DOT 08/2017
YE 03312017	Orsak	Larry	
7	TOTAL RIVERSIDE EMPLOYEES 2017		
YE 03312018	Chaffin	Wayne	
YE 03312018	Fluty	Nicholas	
YE 03312018	Greene	Steven	
YE 03312018	Hamlin	Larry	
YE 03312018	Orsak	Larry	
YE 03312018	Prater	Kimberly	DOH 05/2017
YE 03312018	Schwallie	Robert	DOH 09/2017
YE 03312018	Slone	Timothy	DOH 08/2017
8	TOTAL RIVERSIDE EMPLOYEES 2018		

NON-RIVERSIDE EMPLOYEES				
Term Ending	Last Name	First Name	Employer	Affiliate
YE 03312016	Prater	Kimberly	Kelly Services	
YE 03312016	Acosta	Michael	NAES Staffing Services	Operating Company
YE 03312016	Burns	Paul	NAES Staffing Services	Operating Company
YE 03312016	Maxwell	Doug	NAES Staffing Services	Operating Company
YE 03312016	Parker	John	NAES Staffing Services	Operating Company
YE 03312016	Robert	Ross	NAES Staffing Services	Operating Company
YE 03312017	Prater	Kimberly	Kelly Services	
YE 03312017	Jerome	Damian	NAES Staffing Services	Operating Company
YE 03312017	Parker	John	NAES Staffing Services	Operating Company

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7. Please refer to the description of Riverside's generating assets at pages 2-3 of Mr. Hammond's testimony. For each of the past three yearly periods ended March 31 of the years 2016-2018 please provide the following information regarding the Foothills Facility:
- a. the number and identity of Riverside employees providing services, working at, stationed at, or otherwise affecting or involved with the operation of the Foothills Facility. For each such Riverside employee please provide separately by employee for each such yearly period whether he or she also provided services, worked at, was stationed at, or otherwise affected or was involved with the operation of the Zelda Facility;
 - b. the number and identity of each Non-Riverside employee providing services, working at, stationed at, or otherwise affecting or involved with the operation of the Foothills Facility. For each such non-Riverside employee provide separately by employee for each such yearly period the following information:
 - i. whether the Non-Riverside employee also provided services, worked at, was stationed at, or otherwise affected or was involved with the operation of the Zelda Facility;
 - ii. the identity of the employer of the Non-Riverside employee; and
 - iii. whether the employer of the Non-Riverside employee is owned by, shares common ownership with, or is otherwise affiliated with Riverside.

Response:

Please see Riverside's Response to Item 6 of this Request for Information.

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8. Please provide a copy of any deed or deeds of record evidencing the current ownership of the Zelda Facility.

Response:

Please see Page 2 through Page 26 of this Response.

SUBLEASE

THIS SUBLEASE (the "Sublease") is entered into on March 10, 2000, between

GENE A. WILSON and PAULETTA M. WILSON jointly known as "Lessor"
101 Madison
P.O. Box 702
Louisa, Kentucky 41230

and

LAWRENCE COUNTY RIVERSIDE TRUST 2000, "Lessee"
a Delaware business trust
c/o Wilmington Trust Company
not in its individual capacity, but solely as Trustee
Corporate Trust Administration
1100 North Market Square
Rodney Square North
Wilmington, Delaware 19890-0001

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, and each act performed hereunder by either of the parties, Lessor and Lessee agree as follows:

ARTICLE I
EXHIBITS ATTACHED AND SHORT FORM OF SUBLEASE

Section 1.1 Exhibits. The following exhibits are attached to and made a part of this Sublease:

- (1) Exhibit A. Legal Description and Survey of the Project.
- (2) Exhibit B. Specimen Short Form of Sublease.

Section 1.2 Short Form of Sublease. Lessor and Lessee agree not to place this Sublease of record, but to execute, acknowledge and record a short form of Sublease containing the names of Lessor and Lessee, the specific legal description of the Project, the Base Term, and the options for the Renewal Terms. Such short form of Sublease shall be substantially in the form of Exhibit B attached hereto and by reference made a part hereof. Lessee shall have the short form of Sublease recorded and supply the recorded copy to Lessor.

ARTICLE II COUNTY LEASE AND PROJECT

Section 2.1 County Lease. The County of Lawrence, Kentucky (the "County") has or will issue its Industrial Building Revenue Bonds (Riverside Generating Company, L.L.C. Project Series 2000A, Series 2000B, and Series 2001A) (the "Bonds") in connection with financing the acquisition, construction, equipping and installation of the power plant to be located on the Project Site (as such term is defined in the hereinafter referenced County Lease). In connection with this bond issue, the County and Lessor have entered into that certain Lease Agreement (the "County Lease") dated as of March 10, 2000, whereby the County leases the Project (as such term is defined therein) to Lessor. A true and accurate copy of the County Lease is attached hereto and incorporated herein by reference. All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the County Lease. The County Lease, together with any other documents executed by Lessor in connection with the County Lease or the issuance of the Bonds shall hereinafter be sometimes collectively referred to as the "County Lease Documents".

Section 2.2 Sublease. Lessor hereby subleases to Lessee, and Lessee hereby subleases from Lessor the Project (as described in the County Lease) located on the real estate (the "Project Site") described in Exhibit A attached hereto and by reference made a part hereof. The rights of Lessee under this Sublease shall be co-extensive with all rights granted to the Lessor as "Lessee" under the terms of the County Lease as they relate to the Project, except that Lessee shall have no right, in its own name and on its own behalf, to exercise the Purchase Options described in Section 2.5 below.

Section 2.3 Assumption of Covenants of County Lease Documents. Lessee will, for the benefit of the Lessor, perform and does hereby assume all obligations, covenants and agreements to be performed by Lessor under the terms of the County Lease Documents, including, without limitation, the obligation of Lessor pursuant to Section 8 of the Bond Purchase Agreement (the "Bond Purchase Agreement") by and between the County, the Lessor and the Lessee, except for the Lessor's indemnification obligation (the "Lessor's Environmental Indemnification Obligation") pursuant to Section 5.5 of the County Lease in the event that the "environmental contamination" referred to in such Section 5.5 which either: (i) occurred prior to the date of this Sublease; or (ii) is the direct or indirect result of the acts or omissions of Lessor, their agents or employees. The parties hereby agree and acknowledge that Lessee is not assuming the Lessor's Environmental Indemnification Obligation described in subsections (i) and (ii) above, under the County Lease Documents and that such obligation shall remain the sole responsibility of the Lessor. The obligation of Lessee to assume Lessor's obligations pertaining to Sections 4.2, 5.4 and 5.5 of the County Lease shall survive termination of this Sublease and shall continue in full force and effect, binding the Lessor and Lessee to the provisions of those sections without regard to the manner of termination of this Sublease. The Lessee will give the Lessor notice of all defaults under any County Lease Document promptly after obtaining knowledge thereof. The Lessor will give to the Lessee and each Leasehold Interest Holder (as defined in Section 16.1 hereof) (i) notice of all defaults under the County Lease Documents promptly after obtaining knowledge thereof and (ii) any other notices which it receives from the County under the County Lease Documents; provided, however, that the Lessor shall not be in default hereunder, or otherwise liable to the Lessee or any Leasehold Interest Holder hereunder,

for any delay in forwarding to the Lessee or any Leasehold Interest Holder any notices received by the Lessor from the County while the Lessor is absent from its notice address (as set forth in the County Lease) but the Lessor will use its best efforts to forward to the Lessee and to each Leasehold Interest Holder, promptly upon returning from such absence, any notices received from the County pursuant to the County Lease during such absence. The Lessor will not amend, modify or waive any provision of any County Lease Document without the prior written consent of the Lessee, which consent shall not be unreasonably withheld. In addition to and not in limitation of any of Lessee's other obligations under this Sublease, the Lessee shall punctually pay or otherwise satisfy and perform for the benefit of the Lessor all of the obligations and liabilities of the Lessor under any County Lease Document, including, without limitation, indemnifying the Lessor from and against all claims for which the Lessor is liable to the County thereunder, except the Lessor's Environmental Indemnification Obligation.

Section 2.4 Additional Covenants. In addition to assuming the Lessor's obligations under the County Lease Documents, the Lessee also agrees to perform the additional covenants set forth in this Sublease. Provided however, the parties agree and acknowledge that such additional covenants are intended to be in addition to and not in duplication of any of the Lessor's obligations under the County Lease Documents. Upon the performance of all such obligations agreed to herein by it, Lessee shall have all of the rights and privileges of Lessor under the County Lease as they pertain to the Project, except as are limited by or inconsistent with the terms of this Sublease.

Section 2.5 Exercise by Lessor of Option to Purchase the Project. Pursuant to the terms of Article 9 of the County Lease, Lessor has certain rights (the "Purchase Options") to purchase (i) unimproved portions of the Project Site and (ii) the Project Site from the County. Prior to the earlier of (i) March 10, 2025, or (ii) the satisfaction in full of the Bonds, Lessor shall not exercise any Purchase Option without the prior written consent of the Lessee. After the earlier of (i) March 10, 2025 or (ii) the satisfaction in full of the Bonds, Lessor shall have full right to exercise any Purchase Option without the consent of Lessee. In the event that Lessor exercises their option to purchase certain unimproved portions of the Project Site from the County pursuant to Section 9.1 of the County Lease, such land, even if acquired by the Lessor, in fee simple, and excluded from the definition of Project Site under the County Lease, shall continue to be subject to the terms of this Sublease and shall be deemed to constitute a part of the "Project Site" hereunder, unless specifically released by Lessee. Prior to March 10, 2025, Lessor shall not cause the Bonds to be prepaid or new Bonds to be issued without the prior written consent of the Lessee. After March 10, 2025, Lessor shall have full right to cause the Bonds to be prepaid without the consent of Lessee. At the time that the Lessee, as the holder of the Bonds, certifies that the Bonds are paid in full or otherwise satisfied, the County shall for a purchase price equal to \$1.00 for each of the following conveyances (i) first convey all of the County's right, title and interest in the Project, including any improvements, to the Lessee, by good and sufficient deed (the "First Deed") and such other legal instruments as may be required therefor, but explicitly reserving the County's interest in the Project Site only; and (ii) then convey to Lessor the County's remaining interest in the Project Site to Lessor by a good and sufficient deed (the "Second Deed") which Second Deed shall specifically exclude the improvements and other rights previously conveyed to Lessee by the First Deed. Upon such conveyances, the terms and conditions of the County Lease shall terminate and be of no further force and effect, except that any terms used herein which are defined under the County Lease,

including without limitation, "Project", and "Project Site", shall continue to have the meanings given them in the County Lease, notwithstanding such termination. Notwithstanding the foregoing, however, the terms and conditions of this Sublease shall continue and shall operate as a lease of the Project Site only, rather than a sublease of the entire Project, during the remainder of the Base Term and any Renewal Terms (as such terms are defined in Article III below) under the terms and conditions as set forth herein, as if the County Lease never existed, with all right, title and interest in any improvements located on the Project Site being vested in the Lessee.

ARTICLE III TERM AND RENEWALS

Section 3.1 Base Term. The term of this Sublease shall be for a period of twenty-five (25) years beginning on March 10, 2000 (the "Commencement Date") and ending on the twenty-fifth anniversary of the Commencement Date (the "Base Term").

Section 3.2 Renewals. Provided Lessee shall not be in default in performance of any of its obligations under this Sublease, Lessor grants to Lessee an option to extend the Base Term for three (3) additional terms of five (5) years each (each a "Renewal Term" and collectively the "Renewal Terms"), on the same terms and conditions as herein set forth except with respect to rent which shall be governed by the terms of Section 4.1(B) herein. The option to extend shall be deemed exercised automatically at the end of each previous then current term, including the Base Term, unless written notice of Lessee's intent not to extend the Demised Term for any Renewal Term is otherwise provided by Lessee to Lessor.

Section 3.3 Demised Term. The Base Term and any Renewal Terms resulting from the exercise of the options granted in Section 3.2 above are collectively referred to in this Sublease as the "Demised Term."

Section 3.4 Holding Over. In the event Lessee remains in possession of the Project after the expiration of the Demised Term and without the execution of a new Sublease, it shall be deemed to be occupying the Project as a Lessee from month to month, subject to all conditions, provisions and obligations of this Sublease insofar as the same are applicable to a month-to-month tenancy.

ARTICLE IV RENT

Section 4.1 Rental.

(A) Lessee shall (i) pay to Lessor, on the first day of each month throughout the Base Term, rent ("Land Rent") in the amount of \$9,500.00; and (ii) cause to be paid, or otherwise satisfy payment, when due, of the rents, if any, due and owing by Lessor under the County Lease (the "County Lease Payments"). The Land Rent and the County Lease Payments shall sometimes be hereinafter collectively referred to as the "Base Rent".

(B) During any Renewal Term, Lessee shall pay to Lessor throughout such Renewal Term Land Rent equal to ten percent (10%) more than the monthly Land Rent due during the Base Term or the previous Renewal Term, whichever is applicable. For example,

Land Rent at the expiration of the Base Term is equal to \$9,500.00 per month; therefore, Lessee shall pay, as Land Rent, to Lessor, during the First Renewal Term, if exercised, \$10,450.00 per month. Such payments shall be due and payable on the first day of each month during any Renewal Term. The parties further acknowledge and agree that no County Lease Payments shall be due and owing during any Renewal Term.

Section 4.2 Payments. Rental checks for Land Rents are to be made payable to Lessor and mailed to Lessor at 101 Madison, P.O. Box 702, Louisa, Kentucky 41230, or otherwise as designated by Lessor from time to time in a written instrument delivered to Lessee. Provided however, the Lessee's obligations to pay County Lease Payments shall be satisfied by payment of or satisfaction of payment of such amounts to the Holder pursuant to the terms of the Home Office Payment Agreement (as such term is defined in the Indenture).

ARTICLE V TAXES

Section 5.1 Real Estate Taxes.

(A) In addition to Lessor's obligations under Sections 4.4 and 5.3(a) of the County Lease, Lessee shall pay and discharge, as they become due, all taxes and assessments on the Project.

(B) Lessee shall have the right at its own expense to challenge any tax or assessment, including, without limitation, utility charges; such challenge will not, however, relieve Lessee's obligation to pay such taxes or assessments promptly when due. If such challenge results in a reduction of taxes or assessments, Lessee shall be entitled to a refund of such reduction within fourteen (14) days of the date such refund amount is received by Lessor. If the challenge results in reduction of a bill prior to payment by Lessor, Lessee shall not be entitled to a refund, but shall have its bill appropriately reduced.

(C) If this Sublease expires or terminates and the expiration of the Removal Period (as defined in Section 13.1 herein) occurs before a tax or assessment bill is rendered for the year in which the expiration of the Removal Period occurs, Lessee shall pay to Lessor on January 1 of such year of the expiration of the Removal Period the proportionate amount of the anticipated tax for the entire calendar year. The said proportional amount shall be computed as a fraction the numerator of which shall be the number of months of the lease term within the last calendar year and denominator of which shall be twelve (12).

Section 5.2 Prorations Upon Termination. Upon the expiration of the Removal Period, Lessor and Lessee will prorate all Base Rent and all taxes, assessments, utility charges, and other charges (herein collectively called "charges") required to be paid by Lessee hereunder for and on account of the calendar year in which the Removal Period expires so that the Base Rent and charges attributable to the periods up to and including the date of any such expiration of the Removal Period shall be borne by Lessee, and the charges attributable to periods from and after the date of any such expiration of the Removal Period shall be borne by Lessor. The provisions of this Article shall survive any termination of this Sublease and the expiration of the Renewal Period.

ARTICLE VI
USE OF PROJECT

Section 6.1 Use. Subject to the terms of the County Lease, the Project may be used by Lessee for any lawful purpose.

ARTICLE VII
UTILITIES AND UTILITY SERVICES

Section 7.1 Installation of Utilities. Lessee shall be responsible for and bear the expense of bringing all such utilities as Lessee shall consider necessary to the Project, including, but not limited to the utilities contemplated by the Plans and Specifications. Lessor will cooperate fully with Lessee, or its authorized representatives, to facilitate bringing such utilities to the Project.

Section 7.2 Payment by Lessee. Payment for all utilities used upon or in connection with the Project shall be made by Lessee.

ARTICLE VIII
MAINTENANCE

Section 8.1 Lessee's Obligation. Subject to the terms of the County Lease, Lessee shall keep and maintain the Project in good condition and repair, normal wear and tear excepted. Lessee shall comply with the directions of proper public officers as to the maintenance of the Project and shall comply with all health and police regulations applicable to or affecting the Project. Nothing in this provision defining the duty of maintenance shall be construed as limiting the right given elsewhere in this Sublease to alter, modify, demolish, remove or replace any improvement located on the Project Site.

Section 8.2 Permitted Contests. Lessee shall not be required to observe or conform to any requirement of any governmental authority or to pay or cause to be paid or discharged, or make provision for, any liens, charges, claims, or demands so long as the validity thereof shall be contested by Lessee in good faith and by timely legal proceedings to the extent appropriate and so long as Lessor shall not become (or incur a material risk of becoming) subject to any civil or criminal penalty and the title of Lessor to the Project shall not become subject to foreclosure of any lien, charge, or encumbrance as a result thereof.

ARTICLE IX
CONSTRUCTION

Section 9.1 Construction by Lessee. At any time during the Demised Term, in addition to the construction of the Facilities and ancillary improvements described in the County Lease, Lessee may, but is not obligated to, at its sole cost and expense, construct or otherwise make improvements on any part or all of the Project Site and to demolish, remove, replace, alter, relocate, reconstruct, or add to any improvements, machinery or equipment constructed or installed on the Project Site, in whole or in part, and to modify or change the contour or grade, or both, of the Project Site, provided Lessee is not then in default under any condition or provision of this Sublease. Subject to the terms of the County Lease, all such buildings and improvements

constructed by Lessee shall belong solely to the Lessee. Lessee shall furnish evidence to Lessor that all claims for labor and materials furnished for such remodeling, alteration or addition have been paid or provided for. Should Lessee fail to pay for such labor or materials, Lessor may pay such amount and add the cost thereof to the rental provided for herein.

ARTICLE X INSURANCE

Section 10.1 Fire and Extended Coverage. Lessee shall be required to carry the insurance required under the County Lease at all times during the Demised Term. Subject to the terms of the County Lease, it is expressly agreed by Lessor that all improvements located upon the Project Site are the sole property of Lessee and that Lessor has no interest therein or in the proceeds of insurance thereon.

Section 10.2 Public Liability Coverage. Lessee shall, commencing on the date it commences occupancy of the Project Facilities, and thereafter continually during the Demised Term and the Removal Period, carry public liability insurance with respect to the Project in which the Lessor shall be named as an additional insured. Such insurance policy shall have limits of liability of not less than \$5,000,000.00 for third party liability and may be a part of a blanket insurance policy of Lessee or of Riverside Generating Company, L.L.C., a Delaware limited liability company ("Riverside"). Lessee shall furnish Lessor or cause Lessor to be furnished with certificates of insurance showing that such insurance is in force and not cancelable without ten (10) days' prior written notice to Lessor.

Section 10.3 Title Insurance. Lessee shall, on the Commencement Date, provide Lessor with a leasehold owner's policy of title insurance (ALTA form 1992), insuring the Lessor's leasehold interest in the Project pursuant to the County Lease.

ARTICLE XI ENVIRONMENTAL MATTERS AND INDEMNIFICATION

Section 11.1 Environmental Use of Project.

(A) The Lessee agrees to and shall indemnify, hold harmless, and defend the Lessor, their heirs, personal representatives, successors and assigns from and against any and all claims, losses, damages, expenses, causes of action, lawsuits, government regulatory enforcement actions, and liability (individually, a "Claim" collectively, "Claims") asserted against the Lessor arising out of alleged or actual "environmental contamination" (hereinafter defined) arising from the Project, unless such "environmental contamination" (i) occurred prior to the date of the Sublease; or (ii) is the direct or indirect result of the acts or omissions of Lessor, their agents or employees. For purposes of this Article XI, or any other provision of this Sublease, the parties agree and acknowledge that Riverside or any successor thereto, as the "Authorized Lessee Representative" of Lessor under the County Lease, shall not be deemed to be the "agent or employee" of Lessor.

(B) The Lessor agrees to and shall indemnify, hold harmless, and defend the Lessee, its members, officers, shareholders, directors, agents and employees from and against any and all claims, losses, damages, expenses, causes of action, lawsuits, government regulatory

enforcement actions, and liability (individually, a "Claim" collectively, "Claims") asserted against the Lessee arising out of alleged or actual "environmental contamination" (hereinafter defined) arising from the Project which (i) occurred prior to the date of the Sublease; or (ii) is the direct or indirect result of the acts or omissions of Lessor, their agents or employees.

(C) "Environmental contamination" as used herein shall mean damages to persons or property or violations of state or federal environmental laws or regulations arising out of the Project, the Project Facilities or the operations of the Project with respect to but not limited to air emissions, water effluent discharges, and waste generation, transportation, storage, disposal, or the handling of hazardous materials.

(D) The Lessor shall promptly notify the Lessee in writing after any Claim is made, brought or asserted, in any event, in writing, against the Lessor, and as to which the Lessor has actual knowledge by receipt of such written notification. The Lessee shall promptly notify the Lessor in writing after any Claim is made, brought or asserted against the Lessee.

(E) The Lessor shall cooperate with the Lessee, including but not limited to, assisting in defense of Claims, but solely at the cost of Lessee. In the event the Lessor provides notice to the Lessee as provided hereunder, the Lessee shall handle and control the defense of all Claims and the Lessee's decision on litigation and settlement and all other such aspects shall be final; provided, however, no settlement or decision shall impose upon the Lessor by apportionment or otherwise, any loss, damage or liability as a result thereof.

(F) If Lessor acquires any knowledge of or receives any notice or other information regarding (i) the happening of any event involving environmental contamination or (ii) any noncompliance with regard to any environmental, health or safety matter affecting the Project, Lessor shall immediately notify Lessee orally and in writing and provide Lessee with copies of any written notice or information.

(G) Except with respect to Lessor's Environmental Obligations, as set forth in Section 2.3 herein, Lessee shall be obligated, but without limitation of Lessee's rights under this Sublease, to take such actions as it deems necessary or advisable to clean up or otherwise address any environmental contamination following receipt of any notice or information which, in the reasonable opinion of Lessee, could result in action against Lessor or Lessee.

Section 11.2 General Indemnification. The Lessee agrees to and shall indemnify, hold harmless, and defend the Lessor, their heirs, personal representatives, successors and assigns from and against any and all claims, losses, damages, expenses, causes of action, lawsuits, , and liability (individually, a "Claim" collectively, "Claims") asserted against the Lessor which may occur or be claimed with respect to any person or persons, corporation, property or chattels on or about the Project resulting from the acts or omissions of any person other than Lessor, their agents or employees.

Section 11.3 Survival of Provisions. The provisions of Sections 11.1 and 11.2 herein shall survive the termination of this Sublease and shall continue in full force and effect, binding the Lessor and Lessee to the provisions of those Sections 11.1 and 11.2 without regard to the manner of termination of this Sublease.

ARTICLE XII
DEFAULT AND REMEDIES

Section 12.1 Default. If:

(A) Lessee shall fail to pay the Land Rent for a period of 15 days after written notice to Lessee;

(B) Lessee defaults in the performance of or compliance with any of the obligations of the Lessor herein to be performed under the County Lease Documents and such defaults are not cured within the cure periods set forth in Article 7 of the County Lease; or

(C) Lessee defaults in the performance of or compliance with any other obligation of Lessee hereunder and such default shall continue for a period of 60 days after written notice of such default shall be given to Lessee by Lessor (unless, in the case of any default other than a payment default which cannot with due diligence be remedied within such 60-day period, a course of action adequate to remedy the same shall be commenced by Lessee within such period and thereafter shall be prosecuted with diligence and continuity, in which event the period of time available to Lessee to cure such default shall be extended from 60 days to that period which, with diligent and continuous prosecution, is necessary to cure the same), then, in any of such events, but subject to Section 16.1 below (if applicable), Lessor, in addition to all other remedies given to Lessor by law or in equity, may, by written notice to Lessee, (i) during the term of the County Lease, exercise any remedy against Lessee which the County, as Issuer under the County Lease, may exercise for default by Lessor under the County Lease; or (ii) terminate this Sublease or, without terminating this Sublease, re-enter the Project by summary proceedings or otherwise, and in any event may dispossess the Lessee. In the event of such re-entry, Lessor may relet the Project, and in the event of a reletting shall apply the rent therefrom first to the payment of Lessor's expenses (including reasonable attorney fees) incurred by reason of Lessee's default, and the expense of reletting, including, but not limited to, the repair, renovation, or alteration of the Project, and then to the payment of rent and all other sums due from Lessee hereunder, Lessee remaining liable for any deficiency. Within ten (10) days after the Termination Date (as defined in Section 13.1 below) or, if applicable, ten (10) days after the expiration of the time period in Section 16.1 (F)(1) below for a Leasehold Interest Holder to request a new Sublease, the Lessee, in its capacity as Bondholder, shall certify to the County that the Bonds have been fully satisfied.

Section 12.2 Default in Performance of Covenants. In the event Lessor shall be in default of Lessor's Environmental Obligations and such default continues for 15 days after the service of written notice pursuant to Section 17.1 of the existence of such default and Lessor is not diligently pursuing the cure of such default at the end of said 15 day period, Lessee may perform any covenant of Lessor as to which Lessor is in default, and Lessee shall have the right to deduct from Land Rent only its costs and expenses paid out and expended.

ARTICLE XIII
RIGHTS UPON SURRENDER AND REMOVAL OBLIGATIONS

Section 13.1 Surrender and Removal of Improvements. Upon the expiration of this Sublease, or upon the termination of the Sublease or of the Lessee's right to possession of the Project (the "Termination Date"), Lessee has the right and obligation to remove or otherwise dispose of all of the personal property incident to Lessee's business operations on the Project Site, as well as all improvements located on the Project Site. Lessee shall have a period (the "Removal Period") of up to 180 days from the Termination Date to complete such removal, subject to an extension of such period for delays in such removal which are beyond the reasonable control of Lessee, but in no event later than two (2) years after the Termination Date. During the Removal Period, Lessee, its agents, employees, representatives and contractors, shall have full access to the Project Site to complete such removal, and shall use reasonable efforts to complete such removal. Provided, however, during the Removal Period, Lessee (i) shall continue to pay Land Rent to the Lessor, on the first day of each month, in an amount equal to the Land Rent in effect on the Termination Date and (ii) shall otherwise comply with all of the Lessee's obligations under this Sublease, as if the Sublease were still in full force and effect. The duty to remove the improvements hereunder, includes the duty to demolish and remove all foundations, fill all excavations, return the surface of the Project Site to grade, and leave the Project Site free from debris. The obligations contained in this Section shall survive termination of the Sublease

Section 13.2 Reversion of Title to Improvements. If all of the personal property and improvements located on the Project Site have not been removed by the Removal Termination Date (as hereinafter defined), then upon the Removal Termination Date (i) title to such personal property and improvements shall automatically revert to Lessor, free and clear of any rights of Lessee thereto, and (ii) Lessor shall have the right, but not the obligation, to remove or otherwise dispose of such personal property and improvements. Reversion to Lessor of title to such personal property and improvements shall in no way negate the obligation of Lessee to remove such personal property and improvements as provided in Section 13.1 above. As used herein, the term "Removal Termination Date" means the second anniversary of the Termination Date; provided, however, that if, after the first 180 days after the Termination Date, Lessee shall have failed to pay Land Rent, maintain liability insurance or perform any of its other monetary obligations pursuant to this Sublease, and if such failure shall continue for a period of fifteen (15) days after written notice thereof to Lessee (and, if applicable, to the Leasehold Interest Holders, and subject to an additional fifteen (15) day curative period for the benefit of any Leasehold Interest Holders, if applicable), the Removal Termination Date shall accelerate and become the expiration of such curative period.

ARTICLE XIV
CONDEMNATION

Section 14.1 The Taking. Subject to the terms of the County Lease, if the Project, or any part thereof, should be taken or condemned for public or quasi-public use under any statute or by the right of eminent domain, or in lieu thereof, if the Project is sold to a public body under threat or proposal of condemnation, or if the grade of any street or highway adjoining or abutting the Project Site is changed or access to such street or highway is limited by governmental decree

or order so as to limit free ingress and egress to and from the Project, and the Project is thereby rendered unsuitable or inadequate for the continuation of Lessee's normal full scale business operations thereon, then Lessee, at its option, may terminate this Sublease (except for purposes of pursuing its claims for damages as provided herein) and cease to pay rent as of the date possession is taken. If this Sublease is so terminated, the award made by the condemning authority shall be paid to Lessor to the extent of an amount equal to the then fair market value of the land condemned or taken (exclusive of the value of improvements), as determined by an appraiser acceptable to both Lessor and Lessee (the "Land Value"); and the balance of the award, if any, shall be paid to Lessee.

Section 14.2 Lessee's Option. In the event Lessee does not exercise its option to terminate as aforesaid, Lessee shall be entitled to a reduction of payments for Land Rents in proportion to the amount by which the gross area of the Project is reduced by such taking or loss and such reduction shall be retroactive to the date when Lessee was deprived of the full and complete use of all the Project. Provided however, any award made by the condemning authority for the Land Value shall be paid to Lessor and the balance shall be paid to the Lessee.

Section 14.3 More Than One Taking. If more than one taking or condemnation occurs during the Demised Term, the rights of the parties, as provided in this Article, shall be determined as if all such takings or condemnations had all occurred at the time of the last taking, and the effect of all such takings or condemnations shall be considered cumulatively.

ARTICLE XV ASSIGNMENT OR SUBLEASE

Section 15.1 Assignment or Sublease.

(A) The parties hereto expressly acknowledge and agree that the Project will be subleased to Riverside but that such sublease shall not relieve the Lessee from any of its obligations hereunder. Notwithstanding the foregoing, however, Lessor hereby agrees and acknowledges that the performance of any obligation of Lessee hereunder by Riverside or any subsequent lessee or assignee shall be deemed to satisfy the Lessee's obligations hereunder.

(B) To secure the payment of or otherwise satisfy Bond Service Charges, the Lessor hereby assigns to the Trustee, their right to receive the County Lease Payments pursuant to Section 4.1(A) herein, but specifically does not assign to the Trustee any rights of Lessor under such section to receive the Land Rent, any notices hereunder, or any indemnification provision provided herein (collectively, the "Unassigned Sublessor's Rights"). The Lessee hereby agrees and consents to those assignments.

(C) In addition to the foregoing and the terms and conditions of Article XVI below, and except as limited by the foregoing and Section 18.2 herein, including, without limitation, any restrictions to such subletting or assignment under the terms of the County Lease, either party may assign or sublet their respective interests in the Project without the consent of the other party upon the condition that all rights acquired by any third party shall be subject to each and all of the covenants, conditions and restrictions set forth in this Sublease and to all of the rights and interests of the parties herein, notwithstanding such assignment or subletting.

(D) Without limiting Lessor's rights pursuant to Section 15.1(C), Gene A. Wilson and Pauletta M. Wilson (collectively, "Wilsons") shall have the right to assign to a Permitted Entity (as hereinafter defined) all of their rights and obligations under this Sublease provided that Wilsons send to Lessee and each Leasehold Interest Holder a copy of the Assignment and Assumption Agreement described below, together with written notice specifying the name and address of the Permitted Entity. As used herein, the term "Permitted Entity" means any corporation, limited liability company, limited partnership, business trust or other trust owned by Wilsons, members of their immediate family and/or trusts for the benefit of Wilsons and/or members of their immediate family, provided that the organizational documents for the Permitted Entity limit the purposes of the Permitted Entity to the ownership of the Project Site and the rights of the Lessor hereunder, and assets incidental to the ownership of the Project Site and the rights of the Lessor hereunder. Wilsons and the Permitted Entity shall execute and deliver a written agreement ("Assignment and Assumption Agreement"), for the benefit of Wilsons, the Permitted Entity, Lessee and any Leasehold Interest Holders, wherein Wilsons assign and convey to the Permitted Entity all right, title and interest of Wilsons in and to the Project Site, under the County Lease and under this Sublease, and the Permitted Entity accepts, assumes and agrees to perform all of the obligations of the Lessor herein. Upon satisfaction of the conditions contained in this Section 15.1(D), Wilsons shall be released from any liability as Lessor hereunder accruing after the date of such Assignment and Assumption Agreement; provided, however, that Wilsons shall continue to be liable (jointly and severally with the Permitted Entity) for the obligations of the Lessor pursuant to Section 11.1 above. Lessee shall cooperate with Wilsons in any amendments to the County Lease Documents that may be required to effect the assignment and conveyance to the Permitted Entity; provided, however, that Lessee shall not be obligated to incur any expense in connection with such cooperation.

ARTICLE XVI LESSEE FINANCING

Section 16.1 Lessee's Right to Mortgage and Sublease. Lessee is hereby given the right by Lessor in addition to any other rights herein granted, without Lessor's prior written consent, to mortgage, further sublet or assign its interests in this Sublease, including Lessee's interest in any improvements located on the Project Site, and further including the right to assign this Sublease as collateral security for such Mortgage(s), upon the condition that all rights acquired under such Mortgage(s), Sublease(s) or Assignment(s) (hereinafter sometimes referred to individually as a "Leasehold Interest Instrument" or collectively as the "Leasehold Interest Instruments") shall be subject to each and all of the covenants, conditions and restrictions set forth in this Sublease and to all rights and interests of Lessor herein, none of which covenants, conditions or restrictions is or shall be waived by Lessor by reason of the right given so to mortgage, further sublet or assign such interest in this Sublease and Lessee's interests in the improvements located on the Project Site, except as expressly provided herein. If Lessee shall mortgage, further sublet or assign this leasehold, including Lessee's interest in any improvements located on the Project Site or any part or parts thereof, and if the holder(s) of such Leasehold Interest Instrument(s) (which parties shall hereinafter sometimes referred to individually as a "Leasehold Interest Holder" or collectively as "Leasehold Interest Holders") shall send to Lessor a true copy of such Leasehold Interest Instrument(s), or short form thereof, together with written notice specifying the name and address of the Leasehold Interest Holder(s) and the pertinent recording date with respect to Leasehold Interest Instrument(s) or short form thereof, Lessor agrees that so long as any such

Leasehold Interest Instrument(s) shall remain outstanding or unsatisfied of record or until written notice of termination or satisfaction is given by the Leasehold Interest Holder(s) to Lessor, the following provisions shall apply:

(A) Except upon the occurrence of a default that has not been cured in accordance with Section 12.1 herein or this Section 16.1, there shall be no cancellation, surrender or modification of this Sublease by joint action of Lessor and Lessee without the prior consent in writing of the Leasehold Interest Holder(s).

(B) Lessor shall, upon serving Lessee with any notice of default, simultaneously serve a copy of such notice upon the Leasehold Interest Holder(s). The Leasehold Interest Holder(s) shall thereupon have the same period, plus an additional 15 days in the case of monetary default or 60 days in the case of non-monetary default, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Lessor shall accept such performance by or at the instigation of such Leasehold Interest Holder(s) as if the same had been done by Lessee.

(C) Anything herein contained notwithstanding, while such Leasehold Interest Instrument(s) remains outstanding or unsatisfied of record, or until written notice of satisfaction is given by the Leasehold Interest Holder(s) to Lessor, if any default shall occur which, pursuant to any provision of this Sublease, entitles Lessor to terminate this Sublease or the Lessee's right to possession, and if before the expiration of fifteen (15) days from the date of service of notice of termination upon such Leasehold Interest Holder(s) such Leasehold Interest Holder(s) shall have notified Lessor of its desire to nullify such notice and shall have paid to Lessor all Base Rent and any other payments herein provided for, and then in default, and shall have complied or shall commence the work of complying with all of the other requirements of this Sublease, if any, that are then in default and shall prosecute the same to completion with reasonable diligence, then in such event Lessor shall not be entitled to terminate this Sublease and any notice of termination theretofore given shall be void and of no effect.

(D) If the Lessor shall elect to terminate this Sublease or the Lessee's right to possession by reason of any default of Lessee, the Leasehold Interest Holder(s) shall not only have the right to nullify any notice of termination by curing such default, as aforesaid, but shall also have the right to postpone and extend the specified date for the termination of this Sublease or the Lessee's right to possession as fixed by Lessor in their notice of termination, for a period of not more than six (6) months, provided that such Leasehold Interest Holder(s) shall cure or cause to be cured any then existing monetary defaults hereunder and meanwhile pay the Base Rent and any other payments due hereunder and comply with and perform all of the other terms, conditions and provisions of this Sublease on Lessee's part to be complied with and performed, other than past non-monetary defaults, and provided further that the Leasehold Interest Holder(s) shall forthwith take steps to acquire or sell Lessee's interest in this Sublease by foreclosure of the Leasehold Interest Instrument(s) or otherwise and shall prosecute the same to completion with all due diligence. If at the end of said six (6) month period the Leasehold Interest Holder(s) shall be actively engaged in steps to acquire or sell Lessee's interest herein, the time of said Leasehold Interest Holder(s) to comply with the provisions of this Section 16.1 shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity.

(E) Lessor agrees that the name of the Leasehold Interest Holder(s) may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee hereunder on condition that the insurance proceeds are to be applied in the manner specified in this Sublease and the Leasehold Interest Instrument(s) or collateral document shall so provide.

(F) Lessor agrees that in the event of termination of this Sublease by reason of any default by Lessee other than for nonpayment of Land Rents, County Lease Payments or any other payments herein provided for, that Lessor will enter into a new Sublease of the Project with the Leasehold Interest Holder(s) or its nominee(s), for the remainder of the term, effective as of the date of such termination, at the Base Rent and upon the terms, provisions, covenants and agreements as herein contained and subject only to the same conditions of title as this Sublease is subject to on the date of execution hereof, and to the rights, if any, of any parties then in possession of any part of the Project, provided:

(1) Said Leasehold Interest Holder(s) shall make written request upon Lessor for such new Sublease within 30 days after the date of such termination and such written request is accompanied by payment to Lessor of any sums then due to Lessor under this Sublease.

(2) Said Leasehold Interest Holder(s) shall pay to Lessor at the time of the execution and delivery of said new Sublease, any and all sums which would at the time of the execution and delivery thereof, be due pursuant to this Sublease but for such termination, and in addition thereto, any expenses, including reasonable attorney's fees, to which Lessor shall have been subjected by reason of such default.

(3) Said Leasehold Interest Holder(s) or its nominee(s) shall perform and observe all covenants herein contained on Lessee's part to be performed and shall further remedy any other conditions which Lessee under the terminated Sublease was obligated to perform under the terms of this Sublease.

(4) Lessor shall warrant its right, title and interest in the Project Site to the new lessee under the new Sublease.

(5) The lessee under such new Sublease shall have the same right, title and interest in and to Project as Lessee had under the terminated Sublease.

(G) Lessor agrees promptly after submission to execute, acknowledge and deliver any agreements modifying this Sublease requested by any Leasehold Interest Holder(s), provided that such modification does not decrease Lessee's obligations or decrease Lessor's rights pursuant to this Sublease.

(H) The proceeds from any insurance policies or arising from a condemnation are to be held by any Leasehold Interest Holder(s) and distributed pursuant to the provisions of this Sublease, but the Leasehold Interest Holder(s) may reserve its rights to apply to any debt which the Leasehold Interest Instrument(s) secures payment of, all, or any part, of Lessee's share of such proceeds pursuant to such Leasehold Interest Instrument(s).

(I) Lessor shall, upon request, execute, acknowledge, and deliver to each Leasehold Interest Holder(s), an additional agreement prepared at the sole cost and expense of Lessee, in form satisfactory to such Leasehold Interest Holder(s), between Lessor, Lessee and Leasehold Interest Holder(s), agreeing to all of the provisions of this Section.

ARTICLE XVII

NOTICES

Section 17.1 All notices and other communications to be given hereunder by either party shall be in writing and shall be mailed, postage prepaid, by first class certified or registered mail, return receipt requested, or delivered by hand, to the other (and the date of any notice by certified or registered mail shall be deemed to be the date of certification or registration thereof), delivered or addressed to the parties as set forth on Page 1 of this Sublease or at such other address as either party may designate to the other by written notice in the manner provided above. In addition, Lessor agrees to send, concurrently with any notice given to Lessee hereunder, copies of such notices to any Leasehold Interest Holder, subject, in the case of notices received from the County under the County Lease Documents, to the proviso at the end of the fifth sentence of Section 2.3 herein. Notice shall be deemed effective upon actual receipt of such notice.

ARTICLE XVIII

ADDITIONAL COVENANTS RELATING TO BONDS

Section 18.1 Continuation of Home Office Payment Agreements. The parties agree and acknowledge that, as of the date hereof, Lessor, in its capacity as "Lessee" under the County Lease, and Lessee, in its capacity as the "Purchaser" of the Bonds, have entered into a Home Office Payment Agreement (the "Initial Home Office Payment Agreement") with the Trustee in connection with the satisfaction of Debt Service Payments (as such term is defined therein) for the Series 2000A Bonds, the first series of Bonds to be issued by the County in connection with the Project. The Lessor and Lessee hereby covenant and agree to promptly enter into any and all additional Home Office Payment Agreements substantially in the form of the Initial Home Office Payment Agreement (each a "Home Office Payment Agreement" and collectively, the "Home Office Payment Agreements") necessary to pay the Debt Service Payments due under any other Bonds issued by the County in connection with the Project. Furthermore, Lessor and Lessee agree that neither party shall terminate its interest in any Home Office Payment Agreement without the prior written consent of the other party.

Section 18.2 Transfer of Bonds and Subleasehold Interest. The parties acknowledge and agree that the Lessee hereunder is also the current holder of the Bonds (the "Bondholder"). Furthermore, it is the express intention of the parties to this Sublease that the Lessee hereunder and the Bondholder shall always be one and the same party. As a result of the foregoing, the Lessee hereby agrees that, notwithstanding its rights hereunder to assign its leasehold interest in the Project, any such assignment shall be expressly contingent on such assignee's purchase, in full, of any Bonds then outstanding that have been issued by the County in connection with the Project. Any assignment of Lessee's interest hereunder, without the concurrent transfer of the Bonds to such assignee, shall be null and void. Conversely, any transfer of the Bonds shall be

expressly contingent on (i) the transfer of all of the Bonds; and (ii) the assignment of Lessee's interest under this Sublease to the new Bondholder.

Section 18.3 Bondholder Instructions to Trustee. Lessee further agrees, in its capacity as Bondholder, that it shall not instruct the Trustee, pursuant to the terms of the Indenture, to terminate the County Lease, or take any actions which would terminate any of Lessor's options to purchase the Project, without the prior written consent of the Lessor.

Section 18.4 Survival of Provisions. Subject to Section 18.5 below, the provisions of Sections 18.1, 18.2 and 18.3 herein, shall survive the termination of this Sublease and shall continue in full force and effect, binding the Lessor and Lessee to the provisions of those sections without regard to the manner of termination of this Sublease.

Section 18.5 Termination of Additional Covenants Relating to Bonds. The provisions of this Article 18 shall terminate and all obligations thereunder shall be of no further force and effect upon (i) satisfaction in full of the Bonds and (ii) the occurrence of the transfers to the Lessor and Lessee contemplated under Section 4 of the Home Office Payment agreements.

ARTICLE XIX MISCELLANEOUS

Section 19.1 Obligations of Lessee Non-Recourse. Notwithstanding any provision herein to the contrary, neither the Lessee nor any of its officers, shareholders, partners, or members shall be personally liable for the payment of performance of any of the Lessee's obligations hereunder, it being understood that the recourse of the Lessor, their executors, personal representatives, and assigns under or in connection with this Sublease, as amended from time to time, shall be limited to the Lessee's interest in the Project Site and payments received by Lessee from Riverside, or Dynegy Holdings Inc. ("Dynegy") only, and the Lessor, their executors, personal representatives, successors and assigns hereby waive any such liability. However, the foregoing limitations on the liability of the Lessee (but not the liability of the Lessee's officers, shareholders, partners or members) shall not apply during any period of time that the Lessee is a Riverside Entity (as hereinafter defined). As used herein, the term "Riverside Entity" means any one or more of the following: (i) Riverside; (ii) Dynegy; (iii) any entity that is the successor (by merger, consolidation or conveyance) to substantially all of the assets of Dynegy, or any Affiliate (as hereinafter defined) of any such successor entity; or (iv) any Affiliate of Riverside or Dynegy. As used herein, the term "Affiliate" shall mean, with respect to any entity, any other entities that control, are controlled by, or are under common control with, the first such entity.

Section 19.2 Covenant of Title. Lessor covenants, represents and warrants that, subject to the terms of the County Lease, it has full right and power to execute and perform their obligations under this Sublease and to grant the estate demised herein. The Lessor warrants and covenants that they will defend the Lessee in the quiet enjoyment and peaceable possession of the Project Site, and all appurtenances thereunto belonging, free from all claims of all persons, throughout the Demised Term.

In addition to the foregoing warranty, the Lessor agrees that they will not take or cause another party to take any action to interfere with the Lessee's peaceful and quiet enjoyment of the Project. The Lessor agrees that in the event the peaceful and quiet enjoyment of the Project shall otherwise be denied to the Lessee or contested by anyone, the Lessor shall, upon request of the Lessee, join where necessary in any proceeding to protect and defend the quiet enjoyment of the Lessee. Provided, however, all costs of any such contests, proceedings or defense shall be borne by the Lessee, unless such proceedings or contests are the result of the acts or omissions of Lessor, its agents or employees.

Section 19.3 Certificates by Lessor and Lessee. Each party hereto agrees at any time and from time to time during the term of this Sublease, within 15 days after written request from the other party or a Leasehold Interest Holder, to execute, acknowledge, and deliver to the other party a statement in writing certifying that this Sublease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such certificate, the other party hereto is in default in the performance of any covenant, agreement, or condition contained in this Sublease, and, if so, specifying each such default of which the signer may have knowledge and containing such other information as may be reasonably requested.

Section 19.4 Rights and Remedies Cumulative. The various rights, options, elections, powers, and remedies contained in this Sublease shall be cumulative and no one of them shall be exclusive of any other, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair their right to any other right or remedy until all obligations imposed upon the other party shall have been performed.

Section 19.5 No Joint Venture. Nothing contained in this Sublease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee and no provision contained in this Sublease nor any acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of Lessor and Lessee.

Section 19.6 Covenants Running With Land. It is covenanted and agreed that all covenants, agreements, rights, privileges, obligations, duties, conditions, and recitals in this Sublease contained shall be construed as covenants running with the land affected thereby.

Section 19.7 Waiver. No waiver of any condition or covenant of this Sublease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Sublease.

Section 19.8 Successors. This Sublease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.


Section 19.9 Counterparts. This Agreement may be executed in any number of counterparts, including one or more counterparts provided by facsimile, with original delivered

thereafter, and each executed counterpart shall have the same force and effect as and original instrument.

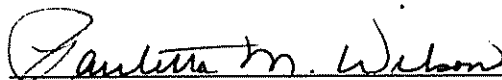
Section 19.10 Entirety, Severability and Law. This Sublease shall constitute the entire agreement between the parties and shall not be modified in any manner except by written instrument executed by the parties. The invalidity or unperformability of any provision hereof shall not affect or impair any other provision hereof. Each term and provision hereof shall be performed and enforced to the fullest extent permitted by and in accordance with Kentucky law.

Section 19.11 Law of Kentucky. This Sublease shall be governed by the laws of the Commonwealth of Kentucky.

To indicate their understanding of and consent to the foregoing terms, the parties have executed this Sublease on the date first above written.



GENE A. WILSON



PAULETTA M. WILSON

LAWRENCE COUNTY RIVERSIDE TRUST
2000, a Delaware business trust

BY: WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as
Trustee

By: _____

Title: _____

thereafter, and each executed counterpart shall have the same force and effect as and original instrument.

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GENE A. WILSON

PAULETTA M. WILSON

LAWRENCE COUNTY RIVERSIDE TRUST
2000, a Delaware business trust

BY: WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as
Trustee

By: _____

Title: _____

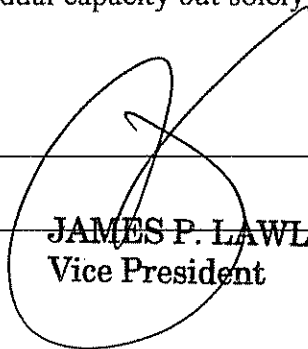

JAMES P. LAWLER
Vice President

EXHIBIT A

Certain tracts or parcels of land lying and being on The Big Sandy River near the community of Zelda in Lawrence County, Kentucky and being more particularly described as follows:

Beginning at an iron pin (set), in the existing right of way of The Chesapeake and Ohio Railway Company, said point being 50 feet left of the railway centerline station 882+38, and also being a corner to Joe A. and Ruby Hart; thence leaving the line of Joe A. and Ruby Hart and with the right of way of the Chesapeake and Ohio Railway Company North 09 degrees 18 minutes 30 seconds East, 478.00 feet to an iron pin (set), said point being 50 feet left of the railway centerline station 877+60, and also being a corner to the Gene A. and Pauletta Wilson tract; thence leaving the line of the Joe A. Hart and Patton R. Hart tract and with the right of way of The Chesapeake and Ohio Railway Company, North 09 degrees 18 minutes 30 seconds East, 341.15 feet to a point, said point being 50 feet left of railway centerline station 874+30; thence continuing with the right of way of The Chesapeake and Ohio Railway Company, North 09 degrees 18 minutes 30 seconds East, 80.00 feet to an iron pin (set), said point being 50 feet left of railway centerline station 873+50; thence South 80 degrees 41 minutes 30 seconds East, 70.00 feet to an iron pin (set), said point being 120 feet left of railway centerline station 873+50; thence North 09 degrees 18 minutes 30 seconds East, 36.28 feet to an iron pin (set), said point being 120 feet left of railway centerline station 873+13.72, said point also being a corner to Gene A. and Pauletta Wilson; thence leaving The Chesapeake and Ohio Railway Company right of way and with the line of Gene A. and Pauletta Wilson, North 57 degrees 48 minutes 40 seconds East, 51.58 feet to an iron pin (set); thence continuing with the line of Gene A. and Pauletta Wilson, South 83 degrees 11 minutes 20 seconds East, 135.00 feet to an iron pin (set); thence North 50 degrees 48 minutes 40 seconds East, 122.00 feet to an iron pin (set); thence South 80 degrees 11 minutes 20 seconds East, 91.00 feet to an iron pin (set); thence South 78 degrees 11 minutes 24 seconds East, 450.67 feet to an iron pin (set), on top of the bank of The Big Sandy River; thence down the bank, South 78 degrees 11 minutes 24 seconds East, 138.74 feet to a point at the low water mark of The Big Sandy River; thence leaving the line of Gene A. and Pauletta Wilson and with the low water mark of The Big Sandy River upstream, South 25 degrees 18 minutes 46 seconds West, 272.33 feet to a point; thence continuing with the low water mark of The Big Sandy River upstream, South 23 degrees 08 minutes 03 seconds West, 506.00 feet to a point, said point being a corner to the Joe A. Hart and Patton R. Hart tract; thence continuing with the low water mark of The Big Sandy River upstream South 17 degrees 48 minutes 22 seconds West, 452.49 feet to a point, said point being a corner to Joe A. and Ruby Hart; thence leaving the low water mark of The Big Sandy River and up the bank with the Joe A. and Ruby Hart line North 68 degrees 29 minutes 22 seconds West, 179.39 feet to an iron pin (set), on top of the bank; thence continuing with the line of Joe A. and Ruby Hart North 68 degrees 29 minutes 22 seconds West, 579.07 feet to the point of beginning and containing 21.8809 acres or 953,132.50 square feet as determined by survey.

Together with a right of ingress and egress to and from the above described property across the adjacent railroad property to and from U.S. 23 for a farm crossing of unspecified width set forth (retained) in Deed Book W, Page 451, Lawrence County Clerk's Office, said easement being described as follows:

Beginning at a point in the existing common right of way line of the Kentucky Department of Transportation and CSX Transportation, Inc., said point being 80.00 feet right of U.S. Highway 23 centerline station 368+15.82 and 50.00 feet right of CSX Transportation, Inc. track centerline station 877+62.68; thence with the common right of way line of the Kentucky Department of Transportation and CSX Transportation, Inc. North 09 degrees 18 minutes 30 seconds East, a distance of 12.00 feet to a point, said point being 80 feet right of U.S. Highway 23 centerline station 368+27.82 and 50.00 feet right of CSX Transportation, Inc. track centerline station 877+ 50.68; thence leaving the existing right of way of the Kentucky Department of Transportation and crossing the right of way of CSX Transportation, Inc. South 81 degrees 21 minutes 59 seconds East, a distance of 100.01 feet to a point in the existing opposite right of way line of CSX Transportation, Inc., said point being 50.00 feet left of CSX Transportation, Inc. track centerline station 877+49.50 and also being a corner to Gene A. and Pauletta Wilson; thence with the existing right of way line of CSX Transportation, Inc. and the boundary line of Gene A. and Pauletta Wilson South 09 degrees 18 minutes 30 seconds West, 12.00 feet to a point, said point being 50.00 feet left of CSX Transportation, Inc. track centerline station 877+61.50; thence leaving the line of Gene A. and Pauletta Wilson and crossing CSX Transportation, Inc. right of way North 81 degrees 21 minutes 59 seconds West, a distance of 100.01 feet to the point of beginning and containing 1200.12 square feet or 0.0276 acres as determined by survey.

Being retained in that deed to the Ohio and Big Sandy Railroad Company (being the predecessor to CSX Transportation, Inc.) from Stephen Curnutt and Elizabeth Curnutt, his wife (being the predecessor to County of Lawrence, Kentucky) by deed dated September 18, 1890 and of record in Deed Book W, Page 451, Lawrence County Clerk's Office.

Being the same land acquired by County of Lawrence, Kentucky, a political subdivision duly organized and validly existing under the laws of the Commonwealth of Kentucky, by Deed dated March 10, 2000, recorded in Deed Book 247, Page 574, in the Office of the Clerk of Lawrence County, Kentucky.

EXHIBIT B

Form of Short Form of Sublease

SHORT FORM OF SUBLEASE

THIS SHORT FORM OF SUBLEASE, executed by GENE A. WILSON and PAULETTA WILSON, husband and wife (collectively "Lessor"), P.O. Box 702, 101 Madison, Louisa, Kentucky 41230;

and

LAWRENCE COUNTY RIVERSIDE TRUST 2000, a Delaware business trust ("Lessee"), c/o Wilmington Trust Company Corporate Trust Administration, 1100 North Market Square, Rodney Square North, Wilmington, Delaware 19890-0001.

W I T N E S S E T H:

In consideration of the premises, the mutual covenants and agreements set forth in a Sublease (the "Sublease"), dated _____, 2000 by and between Lessor and Lessee, Lessor has agreed to sublease to Lessee, the real estate located in Zelda, Lawrence County, Kentucky, as more described on Exhibit A attached hereto and incorporated herein by reference (the "Project"), pursuant to the terms and conditions set forth in the Sublease. The Base Term of the Sublease shall be for 25 years, commencing on _____, 2000, with three five year renewal options.

This Short Form of Sublease is executed for the purpose of giving notice of the existence of the Sublease and the terms thereof. Reference is made to the Sublease for the full description of the rights and duties of Lessor and Lessee, and this Short Form of Sublease shall in no way affect the terms and conditions of the Sublease or the interpretation of rights and duties of Lessor and Lessee thereunder.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Short Form of Sublease to be executed on this ____ day of _____, 2000.

LESSOR:

GENE A. WILSON

PAULETTA WILSON

LESSEE:

LAWRENCE COUNTY RIVERSIDE TRUST
2000, a Delaware business trust

BY: WILMINGTON TRUST COMPANY, not
in its individual capacity but solely as
Trustee

BY: _____

TITLE: _____

STATE OF _____)
)
COUNTY OF _____)

The foregoing Short Form of Sublease was acknowledged before me on the ____ day of _____, 2000, by _____ as _____ of WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Trustee of LAWRENCE COUNTY RIVERSIDE TRUST, a Delaware business trust, on behalf of the trust.

My commission expires:

(SEAL)

NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

Kathleen O. McKune
STITES & HARBISON
400 West Market Street, Suite 1800
Louisville, Kentucky 40202
Telephone: (502) 587-3400

Exhibit A

[Insert Combined Legal Description for Wilson Tracts and Hart Tract]

BEING the a portion of the property acquired by Gene A. Wilson and Pauletta M. Wilson, husband and wife by Deed dated December 18, 1987, recorded in Deed Book 198, Page 77, and by Deed dated _____, 2000, recorded in Deed Book ____, Page _____, all in the Office of the Clerk of Lawrence County, Kentucky.

Riverside Generating Company, L.L.C.
Case No. 2017-00472
Kentucky Power Company's Request for Information

9. Please provide a copy of any deed or deeds of record evidencing the current ownership of the Foothills Facility.

Response:

Please see Page 2 through Page 14 of this Response.

8

688

DEED

THIS DEED is made effective as of this 13th day of September, 2000, between

EARL W. KINNER, JR., married
P.O. Box 187
West Liberty, Kentucky 41472

and

CLARA WEBB KINNER, unmarried
514 4th Avenue South
Edmonds, Washington 98020

(collectively GRANTOR)

and

FOOTHILLS GENERATING, L.L.C.
a Delaware limited liability company,
1000 Louisiana, Suite 5800
Houston, Texas 77002

(GRANTEE)

and

LINDA SUE KINNER,
Spouse of EARL W. KINNER, JR.
P.O. Box 187
West Liberty, Kentucky 41472

(RELEASOR)

WITNESSETH:

That for TWO HUNDRED NINETY-FOUR THOUSAND THREE HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$294,392.00), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby CONVEYS to Grantee in fee simple with covenant of GENERAL WARRANTY, the following described property (the "Property"), located in Lawrence County, Kentucky:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Being a portion of the property acquired by Delia W. Kinner, unmarried, by Deed dated April 2, 1940, and recorded in Deed Book 94, Page 68, in the Office of the Clerk of Lawrence County, Kentucky. Delia W. Kinner died on October 10, 1995, leaving the subject property to her heirs, Earl W. Kinner, Jr. and Clara Webb Kinner, by Affidavit of Descent dated August 19, 1996, recorded

RETURN: STITES & HARBISON
400 WEST MARKET STREET, SUITE 1800
LOUISVILLE, KENTUCKY 40202
Attn: KITTY McKUNE

DEED TAX COLLECTED DATE 9-13-2000
AMOUNT 1894.58

in Deed Book 229, Page 748 in the Office of the Clerk of " " 689
Lawrence County, Kentucky.

Grantor covenants that they are lawfully seized of the estate hereby conveyed and have full right and power to convey same; that said estate is free of all encumbrances, except easements and restrictions of record, and zoning laws affecting the Property, if any, and except liens for taxes due and payable in 2000 and all years thereafter, which taxes Grantee assumes and agrees to pay.

Releasor joins herein for the sole purpose of conveying her dower interest in the Property to Grantee and for no other reason.

IN TESTIMONY WHEREOF, witness the signatures of Grantor and Releasor effective as of the day and year first above written.

GRANTOR: Earl W. Kinner, Jr.
EARL W. KINNER, JR.

RELEASOR: Linda Sue Kinner
LINDA SUE KINNER

COMMONWEALTH OF KENTUCKY)
COUNTY OF MORGAN) SS:

The foregoing instrument was acknowledged before me this 13th day of September, 2000, by EARL W. KINNER, JR. and LINDA SUE KINNER, husband and wife, to be their voluntary act and deed.

My Commission expires: 3-06-01

B. Byrne
NOTARY PUBLIC / STATE AT LARGE

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

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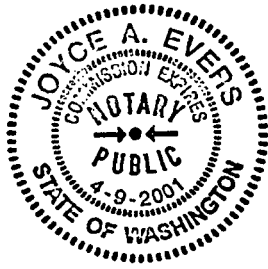
GRANTOR:

Clara Webb Kinner
CLARA WEBB KINNER

STATE OF Washington)
COUNTY OF Innomish) SS

The foregoing instrument was acknowledged before me this 11th day of September 2000 by CLARA WEBB KINNER, unmarried, to be her voluntary act and deed.

My Commission expires: April 9, 2001



[SEAL]

Joyce A. Evers
NOTARY PUBLIC

[SIGNATURES CONTINUED ON NEXT PAGE]

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071200

691

CERTIFICATION OF CONSIDERATION

Being first duly sworn, the undersigned state that the consideration set forth in the foregoing Deed is true and correct and is the full consideration paid for the above described property.

GRANTOR: Earl W. Kinner, Jr.
EARL W. KINNER, JR.

RELEASOR: Linda Sue Kinner
LINDA SUE KINNER

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF MORGAN)

The foregoing Certification of Consideration was subscribed, sworn to and acknowledged before me this 13th day of September, 2000, by EARL W. KINNER, JR. and LINDA SUE KINNER, husband and wife, to be their voluntary act and deed.

My Commission expires: 3-06-01

B. Byrnes
NOTARY PUBLIC / STATE AT LARGE

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

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GRANTOR:

Earl W. Kinner, Jr., agent for Clara Webb Kinner
CLARA WEBB KINNER*

STATE OF KENTUCKY)

) SS:

COUNTY OF MORGAN)

The foregoing Certification of Consideration was subscribed, sworn to and acknowledged before me this 13 day of September, 2000, by CLARA WEBB KINNER*, to be her voluntary act and deed.

My Commission expires:

3-06-01

B. B. B. B.
NOTARY PUBLIC / STATE AT LARGE

[SEAL]

[SIGNATURES CONTINUED ON NEXT PAGE]

*EARL W. KINNER, JR.,
as agent for

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Purchase.Kinner#126998 v2 - KINNER
DEED.doc

693

GRANTEE: Foothills Generating, L.L.C.,
a Delaware limited liability company,

BY: [Signature] CTW

NAME: Rick A. Bowen

TITLE: Executive Vice-President

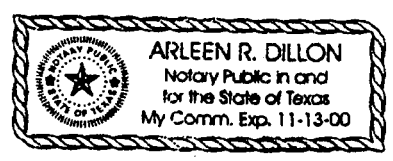
STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

The foregoing Certificate of Consideration was subscribed, sworn, and acknowledged before me this 11th day of September, 2000 by Rick A. Bowen as Executive Vice-President of Foothills Generating, L.L.C., a Delaware limited liability company, on behalf of the limited liability company.

My Commission expires: 11-13-00

[Signature]
NOTARY PUBLIC

[SEAL]



THIS INSTRUMENT PREPARED BY:

[Signature]
KATHLEEN O. MCKUNE

STITES & HARBISON
400 West Market Street
Suite 1800
Louisville, Kentucky 40202-3352
Telephone: (502) 587-3400
DY010:00DY2:126998:LOUISVILLE
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EXHIBIT A

694

TRACT 1

**BOUNDARY DESCRIPTION
OF
EARL W. KINNER, JR., LINDA SUE KINNER AND CLARA WEBB KINNER
PROPERTY
(Affidavit of Descent, Bk. 229, Pg. 748)**

LOCATED on the East side of CSXT railroad, on the West side of Big Sandy River at Catalpa in Lawrence County, Kentucky.

Unless stated otherwise, any monument referred to herein as a "pipe and cap" is a set ¾" X 18" steel pipe, schedule 40, with an orange cap, bearing the marking, "KY LS 1893". All bearings are based on Kentucky State Plane Coordinate System.

BEGINNING at a pipe and cap on the right of way of CSXT railroad, said right of way lines are located 50 feet from the center of the main line track (most Westerly track) and situated approximately 2020 feet South from the concrete box culvert extending beneath the railroad and carrying waters from the Mill Branch watershed and 50 feet East of CSXT station no. 491 + 88. Said point is also the Southwest corner of the Joe A. & Ruby Hart Property (D.B. 185, Pg. 260), also being a point on the most Northerly line of Tract 1 of the John Durney Farm Division of 1872. The Beginning point is witnessed by a 14-inch elm tree located 5.45 feet at a bearing of S 05 W and by a 10-inch elm tree located 16.30 feet at a bearing of S 26 E. Thence leaving the right of way of the railroad and running across the field with the Hart Property and the most Northerly line of Tract 1 of the John Durney Farm Division S66-44-51 E, 540.71 feet to a pipe and cap at the crest of the river bank, witnessed by a 30-inch walnut tree located 115.01 feet at a bearing of N 68-47-06 W and a 6-inch elm tree located 27.83 feet at a bearing of S 11 W. S 66-44-51 E, 65.97 feet to an unmonumented point on the slope of the river bank, the Northeast corner of Tract 1 of the John Durney Farm Division. Thence leaving the Hart Property and running in a direction up the river, along the slope of the river bank

S17-45-09 W, 495.00 feet to an unmonumented point on the slope of the bank and being the Southeast corner of Tract 1 and Northeast corner of Tract 2 of the John Durney Farm Division and a corner of the Joseph E. Carter, Jr., et.ux. and the Earl W. Kinner, Jr. Property (D.B. 236, Pg. 270 and Affidavit of Descent Bk. 229, Pg. 748). Thence running with the Carter/Kinner property up the river bank N66-44-51 W, 70.15 feet to a pipe and cap at the crest of the river bank N66-44-51 W, 461.71 feet to a pipe and cap on the right of way of CSXT railroad, 50 feet East of CSXT station no. 496 + 96. Thence leaving the Carter/Kinner property and running with the railroad right of way N 09-19-04 E, 507.66 feet to the **BEGINNING, containing 6.439 acres**, more or less, according to a survey conducted under the supervision of H. L. Baldrige, PLS 1893, with Nesbitt Engineering, Inc., on July 19, 2000.

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Purchase.Kinner#126998 v2 - KINNER
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TRACT 2

695

**BOUNDARY DESCRIPTION
OF
EARL W. KINNER, JR., LINDA SUE KINNER AND CLARA WEBB KINNER
PROPERTY
(Affidavit of Descent, Bk. 229, Pg. 748)**

LOCATED on the West side of U.S. Route 23, on the West side of Big Sandy River at Catalpa in Lawrence County, Kentucky.

BEGINNING at a 1/2" rebar in concrete (found) on the right of way of U.S. 23, a corner of the R & J Development property, formerly Addington Brothers Mining, Inc. (D.B. 175, Pg. 117), witnessed by a 5-inch locust tree located 3.30 feet at a bearing of S 10 W.

Thence leaving the right of way of U.S. 23 and running across the bottom with the R & J Development property N 66-54-38 West, 376.20 feet to a 1/2" rebar in concrete (found), witnessed by the power pole no. 358-47 located 53.98 feet at a bearing of S 67-48-05 W and an 8-inch locust tree located 5.05 feet at a bearing of N55 W, a corner of the John D, and Sharon Kinner property (D.B. 233, Pg. 483) at the base of the hillside.

Thence leaving the R & J Development property and running with the John D. and Sharon Kinner property N11-28-33 E, 504.05 feet to an 8" X 8" wooden post in the fence, a corner of the Joe A. and Ruby Hart property (D.B. 185, Pg. 260).

Thence leaving the John D. & Sharon Kinner property and running across the bottom with the fence and the Joe A. & Ruby Hart property S 66-40-39 E, 344.28 feet to a P.K. nail (set) in the concrete base of the right of way fence post of U.S. Route 23 located 130 feet left (West) of highway station no. 354 + 49.

Thence leaving the Hart property and running with the right of way of U.S. 23 and immediately west of the right of way fence S 07-55-49 W, 510.08 feet to the **BEGINNING**, containing 4.075 acres, more or less, according to a survey conducted under the supervision of H. L. Baldrige, PLS 1893, with Nesbitt Engineering, Inc., on July 20, 2000. The described property is that portion of Tract No. 1 of the John Durney Farm Division of 1872 located West of U.S. 23, between U.S. 23 and the base of the hillside to the west.

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071200

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Purchase.Kinner\#126998 v2 - KINNER
DEED.doc

STATE OF KENTUCKY)
LAWRENCE COUNTY) Sct.

I, GALLIE ISAAC, JR., Clerk of the County and State aforesaid, certify that the foregoing instrument of writing was on the 13th day of September, 2000 lodged for record, whereupon the same with the foregoing certificate have been duly recorded in my office.

WITNESS MY HAND, this 15th day of September, 2000.

GALLIE ISAAC, JR., CLERK

BY: Glacia J. Cassell D. C.

5

(1)

DEED 247

THIS DEED is made effective as of this 10th day of October, 2000, between

JOE A. HART, and
RUBY HART, husband and wife
Route 2, P.O. Box 294
Catlettsburg, Kentucky 41129 (GRANTOR)

and
FOOTHILLS GENERATING, L.L.C.
a Delaware limited liability company,
1000 Louisiana, Suite 5800
Houston, Texas 77002 (GRANTEE)

WITNESSETH:

That for FOUR HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED THIRTY AND NO/100 DOLLARS (\$436,830.00), receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby CONVEYS to Grantee, in fee simple with covenant of GENERAL WARRANTY, the following described property (the "Property"), located in Lawrence County, Kentucky:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

Being a portion of Tract No. 2 of the property acquired by GRANTOR by Deed dated October 6, 1983, and recorded in Deed Book 185, Page 260, in the Office of the Clerk of Lawrence County, Kentucky; by the death of John Hart, whose Will was probated on September 2, 1978, of record in Will Book 8, Page 400 in the Office of the Clerk of Lawrence County, Kentucky; and by the death of Mary Hart, wife of John Hart, who died July 9, 1960, whose Affidavit of Descent is of record in Deed Book 132, Page 353, in the Office of the Clerk aforesaid; John and Mary Hart having acquired title to the subject property by Deed dated July 25, 1921, of record in Deed Book 68, Page 389 in the office of the Clerk aforesaid.

GRANTOR covenants that they are lawfully seized of the estate hereby conveyed and has full right and power to convey same; that said estate is free of all encumbrances, except easements and restrictions of record, and zoning laws affecting the Property, if any, and except liens for taxes due and payable in 2000 and all years thereafter, which taxes Grantee assumes and agrees to pay.

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1001-4001 The Memorandum by Examinant. See 12/13/2000, Pg. 308 of 310

DEED TAX COLLECTED DATE 10-10-2000
AMOUNT \$437.00

248 IN TESTIMONY WHEREOF, witness the signatures of GRANTOR, effective as of the day and year first above written.

Joe A. Hart
JOE A. HART

Ruby Hart
RUBY HART

(husband and wife)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF Letcher)

The foregoing instrument was acknowledged before me this 10th day of October, 2000, by JOE A. HART and RUBY HART, husband and wife, to be their voluntary act and deed.

My commission expires:

02-07-2001
[Signature]
NOTARY PUBLIC

CERTIFICATION OF CONSIDERATION

Being first duly sworn, the undersigned state that the consideration set forth in the foregoing Deed is true and correct and is the full consideration paid for the above described property.

GRANTOR: Joe A. Hart
JOE A. HART

Ruby Hart
RUBY HART

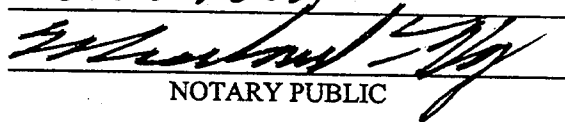
[SIGNATURES CONTINUED ON NEXT PAGE]

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF Lawrence)

** 249

The foregoing Certification of Consideration was subscribed, sworn to and acknowledged before me this 10th day of October, 2000, by JOE A. HART and RUBY HART, husband and wife, parties thereto.

My Commission expires:

02-07-2001

NOTARY PUBLIC

[SIGNATURES CONTINUED ON NEXT PAGE]

250

GRANTEE:

FOOTHILLS GENERATING, L.L.C.,
a Delaware limited liability company,

By: *Ben C. Trammell*
Name: Ben C. Trammell, Jr.
Title: Vice President

GW

STATE OF Texas)
) SS:
COUNTY OF Harris)

The foregoing Certificate of Consideration was subscribed, sworn, and acknowledged before me this 3rd day of October, 2000 by _____ as _____ of FOOTHILLS GENERATING, L.L.C., a Delaware limited liability company, on behalf of the limited liability company.

My Commission expires: February 18, 2004

Kathy Goodman
NOTARY PUBLIC

[SEAL]



THIS INSTRUMENT PREPARED BY:

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EXHIBIT A

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LOCATED on the East side of CSXT railroad, on the West side of Big Sandy River at Catalpa in Lawrence County, Kentucky.

Unless stated otherwise, any monument referred to herein as a "pipe and cap" is a set 3/4" X 18" steel pipe, schedule 40, with an orange cap, bearing the marking, "KY LS 1893". All bearings are based on Kentucky State Plane Coordinate System.

BEGINNING at a pipe and cap on the right of way of CSXT railroad, said right of way lines are located 50 feet from the center of the main line track (the most westerly track) and situated approximately 1080 feet South from the concrete box culvert extending beneath the railroad and carrying waters from the Mill Branch watershed and 50 feet East of CSXT station no. 4811 + 70. Said point is also the Northwest corner of the Joe A. & Ruby Hart Property (D.B. 185, Pg. 260), and the Southwest corner of the Joe A. Hart and Patton R. Hart Property (D.B. 221, Pg. 594, Riverside Generating Company, L.L.C., Lessee).

Thence leaving the right of way of the CSXT railroad and running across the field with the two Hart Properties mentioned above S 68-29-22 E, 585.75 feet to a 1/2" steel re-bar (found) at the crest of the river bank S 68-29-22 E, 179.39 feet to an unmonumented point at the low water of Big Sandy River.

Thence leaving the Joe A. and Patton R. Hart Property and running in a direction up the river S 19-05-46 W, 936.55 feet to an unmonumented point on the slope of the river bank, the Northeast corner of Tract 1 of the John Durney Farm Division of 1872 and a corner of the Earl W. Kinner, Jr., Linda Sue Kinner and Clara Webb Kinner Property (Affidavit of Descent Bk. 229, Pg. 748).

Thence running up the river bank slope N 66-44-51 W, 65.97 feet to a pipe and cap at the crest of the river bank, witnessed by a blazed, 30-inch walnut tree located 115.01 feet at a bearing of N 68-47-06 W in the bottom and a blazed, 6-inch elm tree located 27.83 feet at a bearing of S 11 West, on the river bank. N 66-44-51 W, 540.71 feet to a pipe and cap at the CSXT railroad right of way, 50 feet East of CSXT railroad station no. 491 + 88 and witnessed by a 14-inch elm tree located 5.45 feet at a bearing of S 05 W and a 10-inch elm tree located 16.30 feet at a bearing of S 26 E.

Thence leaving the Kinner Property and running with the right of way of the railroad. N 09-19-04 E, 938.45 feet to the **BEGINNING**, containing 14.561 acres, more or less, according to a survey conducted under the supervision of H. L. Baldridge, PLS 1893, with Nesbitt Engineering, Inc., on July 19, 2000.

TOGETHER with a right of ingress and egress to and from the above described property across the adjacent railroad property to and from U.S. Highway 23 for a farm crossing of unspecified width set forth (retained) in that certain Deed to the Ohio and Big Sandy Railroad Company (Being the predecessor to CSX Transportation, Inc.) from Stephen Curnutte and Elizabeth Curnutte, his wife (being the predecessor to Grantor, by Deed dated September 18, 1890 of record in Deed Book W, Page 451, Lawrence County Clerk's Office.

LOGGED FOR RECORD ON
 THE 10th DAY OF Oct.
 2020 AT 2:20 P.M. RECORDED
 IN DEED BOOK
 NO. 2251 PAGE 247
 TAX \$ 432.85 FEES \$ 16.85
 TOTAL \$ 449.70
 GALLIE ISAAC, JR. CLERK
 Lawrence County
 BY *Gallie J. Isaac*
 S.S.

Riverside Generating Company, L.L.C.
Case No. 2017-00472
Kentucky Power Company's Request for Information

10. For each of the calendar years 2013 through 2017 did Riverside (or the entity procuring natural gas supply for the Foothills Facility) separately procure natural gas for the sole and separate use at the Foothills Facility.

Response:

Riverside procures natural gas based on the expected operation of each of its individual generating units, both at the Foothills site and Zelda site. Though both sites are ultimately served from a common lateral, upon any occasion that Foothills 1 or Foothills 2 is dispatched, the natural gas used in that dispatch would have been procured by Riverside for the expected and intended use of the Foothills site. Please also see Riverside's Response to Item 1(e).

Riverside Generating Company, L.L.C.
Case No. 2017-00472
Kentucky Power Company's Request for Information

11. For each of the calendar years 2013 through 2017 did Riverside (or the entity procuring natural gas supply for the Zelda Facility) separately procure natural gas for the sole and separate use at the Zelda facility.

Response:

Riverside procures natural gas based on the expected operation of each of its individual generating units, both at the Foothills site and Zelda site. Though both sites are ultimately served from a common lateral, upon any occasion that Zelda 1, Zelda 2 or Zelda 3 is dispatched, the natural gas used in that dispatch would have been procured by Riverside for the expected and intended use of the Zelda site. Please also see Riverside's Response to Item 1(e).

Riverside Generating Company, L.L.C.
Case No. 2017-00472
Kentucky Power Company's Request for Information

12. For each of the calendar years 2013 through 2017 please provide the name or names appearing as the purchaser(s) on the contract(s) or North American Energy Standards Board agreement(s) or similar agreement(s) or contract(s) used to procure natural gas used in the operation of the Foothills Facility for that calendar year.

Response:

For all referenced calendar years, Riverside procured natural gas used in the operation of the Foothills facility through purchasers Twin Eagle Resource Management, LLC, NJR Energy Services Company, and Direct Energy Business Marketing, LLC.

Riverside Generating Company, L.L.C.
Case No. 2017-00472
Kentucky Power Company's Request for Information

13. For each of the calendar years 2013 through 2017 please provide the name or names appearing as the purchaser(s) on the contract(s) or North American Energy Standards Board agreement(s) or similar agreement(s) or contract(s) used to procure natural gas used in the operation of the Zelda Facility for that calendar year.

Response:

For all referenced calendar years, Riverside procured natural gas used in the operation of the Zelda facility through purchasers Twin Eagle Resource Management, LLC, NJR Energy Services Company, and Direct Energy Business Marketing, LLC.

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

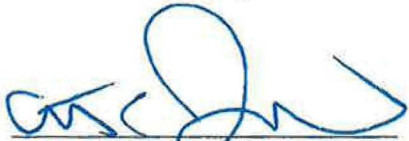
In the Matter of:

RIVERSIDE GENERATING COMPANY, L.L.C.)
)
v.) Case No. 2017-00472
)
KENTUCKY POWER COMPANY)

VERIFICATION OF ANTHONY HAMMOND


STATE OF Maryland)
)
COUNTY OF Baltimore)

Anthony Hammond, Vice President of Riverside Generating Company, L.L.C., being duly sworn, states that he has supervised the preparation of Riverside's Response to Kentucky Power Company's Request for Information in the above-referenced matter and that the matters and things set for in the Response are true and accurate to the best of his knowledge, information, and belief formed after a reasonable inquiry.



Anthony Hammond

The foregoing Verification was signed, acknowledged and sworn to before me this 19 day of April, 2018, by Anthony Hammond.



NOTARY PUBLIC, Notary #
Commission expiration: 7/15/2020

