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2005 AMENDMENTS TO CONTRACTS
DATED AS OF APRIL 1, 2005
BY AND AMONG
CITY OF HENDERSON, KENTUCKY,
CITY OF HENDERSON UTILITY COMMISSION,
BIG RIVERS ELECTRIC CORPORATION,
WKE STATION TWO INC.,
AND
LG&E ENERGY MARKETING INC.

**2005 AMENDMENTS TO CONTRACTS AMONG
CITY OF HENDERSON, KENTUCKY,
CITY OF HENDERSON UTILITY COMMISSION,
BIG RIVERS ELECTRIC CORPORATION,
WKE STATION TWO INC. AND
LG&E ENERGY MARKETING INC.**

These 2005 AMENDMENTS are entered into as of April 1, 2005, (the "2005 Amendments to Contracts") by and among the City of Henderson, Kentucky, a municipal corporation and a city of the second class organized under the laws of the Commonwealth of Kentucky, of 222 First Street, Henderson Kentucky, 42420, City of Henderson Utility Commission, a public body politic and corporate, organized under Kentucky Revised Statutes, Section 96.530 and related statutes, of 100 Fifth Street, Henderson, Kentucky 42420 (said City and Commission being referred to collectively as "City"), Big Rivers Electric Corporation, a rural electric cooperative corporation organized under Chapter 279 of the Kentucky Revised Statutes, P.O. Box 24, 201 Third Street, Henderson, Kentucky 42420 ("Big Rivers"), WKE Station Two Inc., a Kentucky corporation of 145 North Main Street, Henderson, Kentucky 42420 ("WKE"), and LG&E Energy Marketing Inc., an Oklahoma corporation of 220 West Main Street, Louisville, Kentucky 40202 ("LEM") (collectively, the "Parties").

WITNESSETH

WHEREAS, (a) the City, Big Rivers, WKE (as assignee of Big Rivers) and LEM (as assignee of WKE) are parties to a Power Sales Contract, as amended (the "Power Sales Contract") (WKE and LEM being parties with joint rights, interests and obligations under the Power Sales Contract are referred to jointly herein as WKE/LEM), the City, Big Rivers and WKE (as assignee of Big Rivers) are parties to a Power Plant Construction and Operation Agreement, as amended (the "Construction and Operation Agreement") and the City, Big Rivers

and WKE (as assignee of Big Rivers) are parties to a Joint Facilities Agreement, as amended (the "Joint Facilities Agreement"), each dated as of August 1, 1970, (the "Power Sales Contract", the "Construction and Operation Agreement" and the "Joint Facilities Agreement" collectively referred to as the "Agreements"); (b) the Parties are also among the parties to the Station Two Agreement (as hereinafter defined); and (c) certain of the Parties are also parties to various other agreements relating to the City's Station Two Electric Generating Plant ("Station Two", as hereinafter defined) located at a site on the Green River in Henderson County, Kentucky;

WHEREAS, pursuant to the Station Two Agreement, Big Rivers assigned to WKE certain of its rights, title and interests under the Agreements and WKE assumed certain of the obligations of Big Rivers under the Agreements, and pursuant to an Assignment and Assumption Agreement and Bill of Sale (the "Assignment and Assumption Agreement"), dated as of July 14, 1998 (but effective upon the "Closing" on the "Effective Date", each as defined in the Station Two Agreement), WKE assigned and transferred to LEM and LEM accepted and assumed, the rights and obligations of WKE under the Power Sales Contract and certain of the rights and obligations of WKE under the Station Two Agreement;

WHEREAS, the Parties agreed that Station Two should be equipped with a selective catalytic reduction system by May, 2004 so as to comply with applicable provisions of the Federal Environmental Protection Agency's 1998 NOx SIP Call (63 Fed. Reg. 57356), which was promulgated pursuant to Section 110 of the Clean Air Act, 42 U.S.C. 7410, and implemented in Kentucky by Regulation 401 KAR 51:160 (such NOx SIP Call, as implemented in Kentucky and in effect on the date of these 2005 Amendments to Contracts, being herein referred to as the "Current NOx SIP Regulations");

WHEREAS, the City engaged the services of Burns & McDonnell Engineering Company (“Burns & McDonnell”) of Kansas City, Missouri to provide consulting engineering services in connection with the selective catalytic reduction system, including assisting the City in the preparation of bidding specifications so as to facilitate the City’s receipt of public bids for the design, acquisition, construction, installation, start-up and testing of the selective catalytic reduction system, and has engaged legal counsel and financial advisors to assist the City in obtaining financing for its share of the costs of design, acquisition, construction, installation, start-up and testing of such system;

WHEREAS, WKE and/or LEM intend to fund its share (determined as hereinafter provided) of the costs and expenses associated with the design, acquisition, construction, installation, start-up and testing of the selective catalytic reduction system;

WHEREAS, Burns & McDonnell determined that in order to meet the aforementioned Federal and Kentucky regulations for NOx removal at Unit 6 of the City’s Station One Power Plant (“City’s Station One Power Plant”, as hereinafter defined) and Station Two without modifying Unit 6 of the City’s Station One Power Plant and without purchasing NOx allowances or credits, the City would be required to install at Station Two a selective catalytic reduction system capable of removing 75% of the NOx emissions from the Station Two boilers;

WHEREAS, at the request of WKE and Big Rivers, the City has installed a selective catalytic reduction system at Station Two having 90% NOx removal capability (the “Station Two SCR System” as hereinafter defined), whereby WKE and Big Rivers can utilize the NOx removal capability of the Station Two SCR System in excess of that required for

compliance by Station Two and Unit 6 of the City's Station One Power Plant (subject to the limitations on the City's Station One Power Plant provided for herein) in order to meet WKE's and Big Rivers' NOx removal requirements for their other power plants, and WKE/LEM and Big Rivers are willing to pay for the incremental capital, operating and maintenance and renewal and replacement costs to be incurred so as to provide and operate and maintain the Station Two SCR System at a 90% removal efficiency rather than a 75% removal efficiency (in the case of WKE/LEM, until the expiration or termination of the Station Two Agreement), upon and subject to the terms and conditions set forth in these 2005 Amendments to Contracts and in the "Amendatory Station Two Agreement" as hereinafter defined;

WHEREAS, the Parties (other than Big Rivers), together with certain other affiliates of WKE, have entered into the Agreement for Interim Funding Station Two SCR System, dated May 7, 2002, as amended by the First Amendment to Agreement for Interim Funding Station Two SCR System dated as of April 1, 2005 (the "Interim Funding Agreement") in order to provide for the funding of SCR Capital Costs and certain operations and maintenance costs and expenses associated with the Station Two SCR System, in each case pending the completion, execution, delivery and effectiveness of these 2005 Amendments to Contracts and of the Amendatory Station Two Agreement; and

WHEREAS, the Parties hereto desire to amend the Power Sales Contract, the Construction and Operation Agreement and the Joint Facilities Agreement, as herein provided, in order to accommodate the design, acquisition, construction, installation, start-up, testing, use, operation, maintenance and funding of the Station Two SCR System, and in order to implement an equitable allocation of the Allotted Allowances in light of the parties' respective contributions toward the costs of the Station Two SCR System.

NOW, THEREFORE, in order to comply with the Current NOx SIP Regulations by providing for the funding, design, acquisition, construction, installation, operation and maintenance of the Station Two SCR System as a part of Station Two, and to provide for certain other matters related to Station Two, and in consideration of the mutual covenants herein contained, it is stipulated, covenanted and agreed by and among the Parties hereto that the Agreements shall be amended and supplemented as follows effective as and when expressly provided in Section 601 of these 2005 Amendments to Contracts (but not before).

I. CERTAIN DEFINED TERMS IN THE AGREEMENTS

Section 101 “Station Two” as defined in Section 2.2 of the Power Sales Contract and Section 2.2 of the Construction and Operation Agreement and as used in the Joint Facilities Agreement is redefined to read as follows:

“Station Two: City’s 350-megawatt generating station (rated on the date of the 2005 Amendments to Contracts at 312 MW net send out capability), located at a site on the Green River in Henderson County, Kentucky, and, to the extent furnished and owned by City, all auxiliary facilities, joint use facilities and related facilities, renewals, replacements, additions, expansions and improvements thereto, including the Station Two FGD System added thereto and the Station Two SCR System, but excluding the City’s Transmission and Transformation Facilities as herein defined, and excluding facilities furnished and owned by Big Rivers. The location of Station Two, including the Station Two SCR System, is

shown in Exhibit A1 to the Power Sales Contract and the Construction and Operation Agreement (as added by the 2005 Amendments to Contracts) attached hereto and reference is made to Exhibits 1 and 2 of the Cross-Grants of Rights of Access and Easements, dated July 20, 1993, by the City and Big Rivers for the location of the Station Two FGD System and the joint use and related facilities with respect to Station Two as owned by the City, and those furnished and owned by Big Rivers.

Section 102 The terms “Station Two Bonds” or “Bonds” as used in the Agreements and defined in Section 2.9 of the Power Sales Contract and Section 2.9 of the Construction and Operation Agreement are redefined to read as follows:

“Station Two Bonds” or “Bonds” shall mean bonds, if any, authorized and issued by the City subsequent to the date of the 2005 Amendments to Contracts, with the prior written approval of Big Rivers (and, during the term of the Station Two Agreement, of WKE and LEM), in order to finance any major repairs, renewals or replacements of Station Two or major additions or improvements thereto; provided, that the Station Two Bonds or Bonds shall not be deemed to include: (a) the City’s Electric Light and Power Refunding Revenue Bonds, Station Two Series, Dated as of March 1, 1973 (which bonds have been paid, defeased or redeemed prior to the date hereof); or (b) any other bonds or other evidences of indebtedness issued by or for the City, or otherwise guaranteed or

secured by the City or its assets or properties, including its municipal electric system, for the purpose of financing or funding only the City's share or any portion thereof of any costs or expenses associated with the Station Two SCR System or Station Two.

Section 103 "Bond Ordinance" as defined in Section 2.8 of the Construction and Operation Agreement and Section 2.8 of the Power Sales Contract is redefined to read as follows:

"Bond Ordinance" shall mean any bond ordinance or any supplements or amendments to a bond ordinance, adopted by the City subsequent to the date of the 2005 Amendments to Contracts authorizing any Station Two Bonds, which ordinance and each such supplement and amendment shall have received the written approval of Big Rivers (and, if adopted during the term of the Station Two Agreement, WKE and LEM).

Section 104 Section 2 of the Power Sales Contract and Section 2 of the Construction and Operation Agreement are amended by adding thereto the following:

"2.12 "Actual Station Two Generation Share" shall mean, for a NOx Season (or a portion thereof), with respect to the City or Big Rivers (or WKE/LEM as assignee of Big Rivers), respectively, the net energy (MW hrs) actually generated by Station Two and taken by the City or Big Rivers (or WKE/LEM, as assignee of Big

Rivers), as the case may be, for such NOx Season (or portion thereof) divided by the Actual Net Station Two Generation for such NOx Season (or portion thereof).

2.13 “Actual Hours In NOx Season” shall mean, for a NOx Season (or a portion thereof), the product of the number of days in such NOx Season (or portion thereof) multiplied by 24.

2.14 “Actual Net Station Two Generation” shall mean, for a NOx Season (or a portion thereof), the total amount of net energy (MW hrs) actually generated by both generating units of Station Two during such NOx Season (or portion thereof).

“2.15 “Allocable SCR Costs” shall mean, (A) with respect to capacity charges for a Monthly Billing Period payable by Big Rivers (or by WKE/LEM as Big Rivers’ assignee) pursuant to Section 6 of the Power Sales Contract: (i) the SCR Ammonia Costs for such Monthly Billing Period as allocated to Big Rivers (or WKE/LEM as Big Rivers’ assignee) in accordance with Section 6.2 (a) of the Power Sales Contract, and (ii) the portion of the SCR Catalyst Acquisition Costs for such Monthly Billing Period as allocated to Big Rivers in accordance with Section 6.2(b) of the Power Sales Contract, or (B) with respect to the capacity charges for a Contract Year, the aggregate of the SCR Ammonia Costs for such Contract Year and the SCR Catalyst Acquisition Costs with

respect to a Catalyst Layer acquired during such Contract Year.
Allocable SCR Costs shall not include any SCR Capital Costs.

2.16 "Allotted Allowances" shall mean, for a NOx Season, the NOx allowances and emission credits allotted to Station Two pursuant to the applicable Federal and Kentucky NOx Regulations for such NOx Season.

2.17 "Alternate Fuel" shall mean, with respect to a particular Catalyst Layer, fuel that (a) does not qualify as Base Coal, (b) is designated by a Party to be used in connection with such Catalyst Layer as provided in the contract with the vendor of such Catalyst Layer; and (c) is permitted to be used by that Party without rendering ineffective (in whole or in part) or materially adversely affecting the vendor's guarantee or warranty with respect to that Catalyst Layer set forth in such vendor contract.

2.18 "Alternate Fuel Differential Amount" shall mean, with respect to a particular Catalyst Layer, the amount of the differential with respect to the purchase price of such Catalyst Layer, as set forth in the successful bid by the vendor of such Catalyst Layer, attributable to any designation by Big Rivers (or WKE/LEM as Big Rivers' assignee) or the City of its use of Alternate Fuel with respect to such Catalyst Layer.

2.19 "Amendatory Station Two Agreement" shall mean the

Amendatory Agreement, dated as of April 1, 2005, among the City, Big Rivers, WKE, LEM, Western Kentucky Energy Corp. and WKE Corp., but only to the extent that agreement shall have become effective and enforceable in accordance with its terms.

2.20 "Average Station Two Capacity Share" shall mean, for a NOx Season, with respect to the City or Big Rivers (or WKE/LEM as assignee of Big Rivers), respectively, (i) in the event that the City's or Big Rivers' (or WKE's or LEM's, as assignee of Big Rivers), as the case may be, share of Total Capacity (determined as provided in Section 3 of the Power Sales Contract) changes during such NOx Season, the decimal share (rounded to 4 places) of Total Capacity obtained by dividing (A) the sum of (x) the product obtained by multiplying the number of MWs of the City's or Big Rivers' (or WKE's or LEM's, as assignee of Big Rivers), as the case may be, share of such Total Capacity by the number of days in the period of such NOx Season during which such share shall be in effect and (y) the product obtained by multiplying the number of MWs of the City's or Big Rivers' (or WKE's or LEM's, as assignee of Big Rivers), as the case may be, share of such Total Capacity in effect for the other period of such NOx Season by the number of days in such period, by (B) the product obtained by multiplying the number of MWs of the Total Capacity for such NOx Season by the number of days in such NOx Season; or (ii) in

the event that the City's or Big Rivers' (or WKE's or LEM's, as assignee of Big Rivers), as the case may be, share of Total Capacity (determined as provided in Section 3 of the Power Sales Contract) does not change during such NOx Season, the City's or Big Rivers' (or WKE's or LEM's, as assignee of Big Rivers), as the case may be, decimal share of such Total Capacity for such NOx Season.

2.21 "Base Coal" shall mean coal having specifications falling within the ranges set forth on Exhibit A2 attached hereto.

2.22 "Base NOx Removal" shall mean, for a NOx Season, a removal of 75% of the Station Two SCR Inlet NOx Tons during such NOx Season through the use of the Station Two SCR System.

2.23 "Big Rivers' Creditors' Subordination Agreement" shall mean the Agreement dated as of April 1, 2005, among Big Rivers and the United States of America, acting through the Administrator of the Rural Utilities Service, Ambac Assurance Corporation, the National Rural Utilities Cooperative Finance Corporation, Credit Suisse First Boston, acting by and through its New York Branch, US Bank National Association, as trustee under the Trust Indenture dated as of August 1, 2001, Ambac Credit Products, LLC, Bluegrass Leasing, Fleet Real Estate, Inc., AME Investments, LLC, CoBank, ACB, AME Asset Funding, LLC, AMBAC Credit

Products, LLC, the City of Henderson, Kentucky, the City of Henderson Utility Commission, Western Kentucky Energy Corp., WKE Station Two, Inc., LG&E Energy Marketing Inc., WKE Corp., and PBR-1 Statutory Trust, PBR-2 Statutory Trust, PBR-3 Statutory Trust, FBR-1 Statutory Trust, FBR-2 Statutory Trust, PBR-1 OP Statutory Trust, PBR-2 OP Statutory Trust, PBR-3 OP Statutory Trust, FBR-1 OP Statutory Trust and FBR-2 OP Statutory Trust, in each case, acting through State Street Bank and Trust Company, National Association as the same may be amended in accordance with its terms.

2.24 "Big Rivers' Easement" shall mean the Grant of Rights and of Easements, dated as of April 1, 2005, between and among Big Rivers, Western Kentucky Energy Corp. and the City as the same may be amended in accordance with its terms.

2.25 "Catalyst Failure" shall mean, with respect to a particular Catalyst Layer, the failure of such Catalyst Layer to meet the Guaranteed Life Cycle (as defined in Exhibit E to the Power Sales Contract as added by the 2005 Amendments to Contracts and attached hereto) thereof due to the use of fuel having characteristics not permitted to be used without rendering ineffective (in whole or in part) or materially adversely affecting the guarantee or warranty of the vendor of such Catalyst Layer.

2.26 “Catalyst Layer” shall mean the initial third layer of catalyst to be installed in the Station Two SCR System at a time subsequent to the effectiveness of all provisions of the 2005 Amendments to Contracts, and each replacement layer of catalyst to be installed in the Station Two SCR System.

2.27 “Catalyst Refund Payment” shall mean, with respect to a Party and a particular Catalyst Layer, the refund payment by such Party with respect to such Catalyst Layer provided for in Section IV of Exhibit E to the Power Sales Contract (as added by the 2005 Amendments to Contracts and attached hereto) and payable in accordance with Section 6.8 of the Power Sales Contract.

2.28 “City Actual Load Factor” shall mean, for a NO_x Season, the net energy (in MWh) actually generated by Station Two and taken by the City for such NO_x Season, divided by the product obtained by multiplying (i) the Actual Hours In NO_x Season for such NO_x Season by (ii) the product of the Total Capacity multiplied by the City’s Average Station Two Capacity Share for such NO_x Season.

2.29 “City Excess Allowances” shall mean, for any NO_x Season with respect to which there shall be a City Reduction Generation Amount (it being understood that there shall be no City Excess Allowances in the event there is no City Reduction Generation Amount for the relevant NO_x Season), the product obtained by

multiplying the City Reduction Generation Amount for such NOx Season by a fraction (i) the numerator of which is the number of Station Two Allocated Allowances for such NOx Season that would have been required to comply with applicable Federal and Kentucky NOx Regulations if the Station Two Stack NOx Emissions for such NOx Season had been in an amount that would have resulted from the application of the SCR Design NOx Removal to the Station Two SCR Inlet NOx Tons for such NOx Season and (ii) the denominator of which is the net energy (MWh) actually generated by Station Two for such NOx Season.

Notwithstanding the forgoing, in the event of a complete outage of both generating units of Station Two throughout such NOx Season, the City's Excess Allowances for such NOx Season would equal the City's Average Station Two Capacity Share for such NOx Season of the lesser of (A) all Allotted Allowances for that NOx Season or (B) the number of Station Two Allocated Allowances for that NOx Season required so that 85% of the Station Two Stack NOx Emissions that would result by multiplying the Station Two Standard SCR Inlet NOx Tons by one (1) minus the SCR Design NOx Removal would comply with the applicable Federal and Kentucky NOx Regulations.

2.30 "City Reduction Generation Amount" shall mean (and shall only have relevance), for any NOx Season with respect to which

the City Actual Load Factor is less than the City Standard Load Factor for such NOx Season, an amount of Station Two generation (MW hrs) equal to (i) 85% of the maximum amount of generation (MW hrs) associated with the City's Average Station Two Capacity Share of the Total Capacity for such NOx Season multiplied by (ii) the decimal obtained by dividing (x) the difference between the City Standard Load Factor for such NOx Season and the City Actual Load Factor for such NOx Season, by (y) the City Standard Load Factor for such NOx Season.

2.31 "City's Station One Power Plant" shall mean the City's Station One Electric Generating Plant located on a site on the Ohio River in Henderson, Kentucky, consisting of Unit 1 with a nameplate rating of 1,230 kW; Unit 2 with a nameplate rating of 1,230 kW; Unit 3 with a nameplate rating of 5,000 kW; Unit 4 with a nameplate rating of 5,000 kW; Unit 5 with a nameplate rating of 12,650 kW; and Unit 6 with a nameplate rating of 29,091 kW (and for purposes of the 2005 Amendments to Contracts, a rated net capacity (after station use) of 26 MW.

2.32 "City's Station One Rated Capacity" shall mean the rated net capacity (after station use) of Unit 6 of the City's Station One Power Plant as of the date of the 2005 Amendments to Contracts, which the Parties agree is 26MW, together with the energy associated with such rated capacity.

2.33 “City Standard Load Factor” shall mean, for any NOx Season, 85%.

2.34 “Construction and Operation Agreement” shall mean the Power Plant Construction and Operation Agreement, dated August 1, 1970, as amended, among the City, Big Rivers and WKE (as assignee of Big Rivers).

2.35 “Federal and Kentucky NOx Regulations” shall mean the Current NOx SIP Regulations, as the same may be hereafter approved, modified or supplemented by regulations or other action of the Federal Environmental Protection Agency, including, without limitation, any modification that results in a reduction or an increase in the NOx allowances or emission credits allotted to Station Two or Unit 6 of the City’s Station One Power Plant, or otherwise amended, modified or supplemented, and shall include any laws, rules or regulations enacted, issued or adopted in lieu of any of the foregoing, but only to the extent they regulate or restrict NOx emissions.

2.36 “Guarantor’s Consent and Acknowledgement” shall mean the Consent and Acknowledgement dated as of April 1, 2005, by LG&E Energy LLC (successor by merger with LG&E Energy Corp.), as Guarantor under the Guarantee Agreement [Station Two Obligations], dated July 15, 1998, by and among LG&E

Energy LLC., the City of Henderson and the City of Henderson Utility Commission.

2.37 "Index Rate" shall mean 5%.

2.38 "NOx Season" shall mean that period during each year that is defined as the "NOx Season" for such year under applicable Federal and Kentucky NOx Regulations and shall be deemed to include any applicable portion of a NOx Season. Reference to a NOx Season for a Contract Year shall mean the period consisting of those months of the Contract Year included within such NOx Season, and in the event that a Contract Year includes portions of two separate NOx Seasons, shall mean the periods that consist of those months of the Contract Year within each such portion of each NOx Season within such Contract Year.

2.39 "Outstanding" as used with respect to any Station Two Bonds, shall have the same meaning as set forth for such term in the Bond Ordinance authorizing such Station Two Bonds.

2.40 "Reagents" shall mean (i) the lime used in operation of the Station Two Flue Gas Desulfurization System and (ii) such other minerals, materials, supplies or substances for Station Two that the parties to the Power Sales Contract may determine to constitute a "Reagent", such determination to be evidenced by a written instrument which shall set forth the basis on which Big Rivers and

the City (or WKE/LEM as applicable) shall each supply such Reagent.

2.41 "SCR Ammonia Costs" shall mean, (A) with respect to capacity charges for a Monthly Billing Period payable by Big Rivers (or WKE/LEM as Big Rivers' assignee) pursuant to Section 6 of the Power Sales Contract, the costs of the ammonia used in the operation of the Station Two SCR System as allocated to Big Rivers (or WKE/LEM as Big Rivers' assignee) in accordance with Section 6.2(a) of the Power Sales Contract for such Monthly Billing Period (other than costs for ammonia for the initial start-up and testing of the Station Two SCR System, which are treated as SCR Capital Costs), including, without limitation, storage and handling costs allocable to such ammonia, or (B) with respect to capacity charges for a Contract Year, the aggregate of such costs of the ammonia used in the operation of the Station Two SCR System during such Contract Year.

2.42 "SCR Amortized Capital Cost per MW" shall mean, for the initial Contract Year beginning June 1, 2004 and for each of the next nineteen (19) Contract Years following such initial Contract Year, (i) an amount equal to the annual debt service that would accrue during such Contract Year with respect to a bond issue in a principal amount equal to the total amount of SCR Capital Costs (exclusive of the SCR Capital Overcontrol Amount and the amount

of \$123,584 attributable to the use of Alternate Fuel with respect to the two initial catalyst layers of the Station Two SCR System by WKE/LEM or Big Rivers) bearing interest at a rate equal to the Index Rate, payable over 20 years with level annual debt service, divided by (ii) the number of MWs of the Total Capacity of Station Two as determined for such Contract Year pursuant to Section 3.6 of the Power Sales Contract.

2.43 “SCR Capital Costs” shall mean all capitalized costs and expenses associated with the original design, acquisition, construction, installation, start-up and testing of the Station Two SCR System (exclusive of the SCR Capital Overcontrol Amount and the amount of \$123,584 attributable to the use of Alternate Fuel with respect to the two initial catalyst layers of the Station Two SCR System by WKE/LEM or Big Rivers), including applicable out-of-pocket costs of the Parties as provided in Section 4.20(e) of the Construction and Operation Agreement, and including the costs thereof payable pursuant to the Interim Funding Agreement, whether funded by the City, Big Rivers or WKE, and including the costs of the catalyst initially installed with respect to the Station Two SCR System and the ammonia supplies required for initial start-up and testing of the Station Two SCR System.

2.44 “SCR Capital Cost Share” shall mean, in the case of Big Rivers (or WKE as Big Rivers’ assignee) 0.6955 and, in the case of

the City, 0.3045.

2.45 "SCR Capital Overcontrol Amount" shall mean the difference (which the Parties agree is \$778,435), based on the public bids received by the City with respect to the SCR Contract for the design, acquisition, construction, installation, start-up and testing of the Station Two SCR System, between (i) the amount of the lowest bid acceptable to the Parties for the components of a selective catalytic reduction system of Station Two capable of removing 75% of the Station Two NO_x emissions assuming the use of Base Coal, and (ii) the amount of the bid in fact accepted by the City with the consent of the other Parties for the components of the Station Two SCR System capable of removing 90% of the Station Two NO_x emissions assuming the use of Base Coal, as such difference (that is, the \$778,435) shall be adjusted to give effect to any change orders approved by the Parties and provided to the contractor under the SCR Contract, assuming that the amount of each such change order shall be allocated to the 75% NO_x removal capability system and the Station Two SCR System, respectively, in the same proportion as (x) the amount of such bid acceptable with respect to the 75% NO_x removal system bears to (y) the amount of such bid in fact accepted with respect to the Station Two SCR System (it being agreed by the Parties that in the case of each change order such adjustment (whether an increase or

a decrease) to the "SCR Capital Overcontrol Amount" shall be equal to 2.22% of the increase or decrease in the contract price given effect by such change order).

2.46 "SCR Catalyst Acquisition Costs" shall mean, with respect to a Catalyst Layer, (A) with respect to capacity charges for any Monthly Billing Period payable by Big Rivers (or WKE/LEM as Big Rivers' assignee) pursuant to Section 6 of the Power Sales Contract, the portion of the purchase price for such Catalyst Layer, the relevant Alternate Fuel Differential Amount (if any) with respect to that Catalyst Layer, and the portion of the cost of materials and labor associated with the installation of such Catalyst Layer and the costs of removal and disposal of the catalyst layer being replaced by such Catalyst Layer (if any), provided that such removal and disposal costs shall be offset as provided in Section 6.9 of the Power Sales Contract (as added by the 2005 Amendments to Contracts) by any amount received in connection with the sale or disposal of such catalyst layer being replaced, in each case as allocated for such Monthly Billing Period to Big Rivers (or WKE/LEM as assignee of Big Rivers) pursuant to Section 6.2(b) of the Power Sales Contract, or (B) with respect to capacity charges for a Contract Year, the aggregate of the purchase price for such Catalyst Layer, any Alternate Fuel Differential Amount (regardless of the Party responsible for the

same) and the other costs of such Catalyst Layer, including the costs of removal and disposal of the catalyst layer being replaced, as incurred during such Contract Year, provided that such removal and disposal costs shall be offset as provided in Section 6.9 of the Power Sales Contract (as added by the 2005 Amendments to Contracts) by any amount received in connection with the sale or disposal of such catalyst layer being replaced. SCR Catalyst Acquisition Costs shall not include costs of operation or maintenance of an installed Catalyst Layer or, except as otherwise provided in Section IV(D) of Exhibit E to the Power Sales Contract (as added by the 2005 Amendments to Contracts and attached hereto), costs of a Catalyst Dispute Resolution Procedure (as defined in the aforesaid Exhibit E), all of which costs shall constitute costs associated with the operation and maintenance of Station Two under Section 6.3 of the Power Sales Contract. SCR Catalyst Acquisition Costs shall not include any SCR Capital Costs.

2.47 "SCR Contract" shall mean the (i) Contract SCR-01 SCR Equipment and Erection, dated as of July 9, 2002, entered into by the City with the successful bidder, as the same may be amended with the prior written consent of Big Rivers and, during the term of the Station Two Agreement, WKE, and (ii) the Contract SCR-02 Foundation, dated October 7, 2002, entered into by the City and

the successful bidder, as the same may be amended with the prior written consent of Big Rivers and, during the term of the Station Two Agreement, WKE.

2.48 "SCR Design NOx Removal" shall mean .90.

2.49 "Station One Unit 6 Allotted Allowance" shall mean, for a NOx Season, the NOx allowances and emissions credits allotted to Unit 6 of the City's Station One Power Plant pursuant to the applicable Federal and Kentucky NOx Regulations for such NOx Season.

2.50 "Station One Unit 6 Stack NOx Emissions" shall mean, for a NOx Season, the amount of NOx emissions from Unit 6 of the City's Station One Power Plant corresponding with the actual generation of energy by Unit 6 during such NOx Season (but in no event greater than the NOx emissions associated with the use and operation of Unit 6 of the City's Station One Power Plant at the City's Station One Power Plant Rated Capacity plus three (3) MWs of station use), as measured by the Station One Unit 6 Certified Continuous Emissions Monitoring System.

2.51 "Station Two Agreement" shall mean the Agreement and Amendments to Agreements, dated as of July 15, 1998, among the City, Big Rivers, WKE, LEM, Western Kentucky Energy Corp. and WKE Corp., as heretofore amended and as amended by the

Amendatory Station Two Agreement, and as may hereafter be amended in accordance with its terms.

2.52 "Station Two Allocated Allowances" shall mean, for a NOx Season, the number of Allotted Allowances required for the Station Two Stack NOx Emissions during such NOx Season to be in compliance with the applicable Federal and Kentucky NOx Regulations.

2.53 "Station Two SCR Inlet NOx Tons" shall mean, for a NOx Season, the Station Two SCR inlet NOx tons for such NOx Season as measured by the inlet NOx duct monitors or calculated by mutual agreement in the event the inlet NOx duct monitors are not monitoring or functioning properly or sufficiently to calculate to Station Two SCR Inlet NOx Tons.

2.54 "Station Two SCR System" shall mean the selective catalytic reduction system purchased by the City and constructed and installed at, and operated solely in connection with, Station Two, designed to provide at least a 90% continuous NOx removal capability during normal uses, and meeting design specifications, cost criteria and other criteria that are reasonably satisfactory to the Parties, which system shall include at the time of its initial commercial operation, among other related or supporting components and facilities, the equipment and components identified on Exhibit B to the Power Sales Contract and the Construction and Operation Agreement (as added by the 2005 Amendments to Contracts) attached hereto and made a part hereof.

2.55 "Station Two Stack NOx Emissions" shall mean, for a NOx Season, the amount of the Station Two NOx emissions as measured by the Station Two Certified Continuous Emissions Monitoring Systems pursuant to the applicable Federal and Kentucky NOx Regulations.

2.56 "Station Two Standard SCR Inlet NOx Tons" shall mean, for a NOx Season, 2,800 NOx tons.

2.57 "Total Capacity" shall mean, with respect to Station Two, the Total Capacity as defined in Section 3.6 of the Power Sales Contract.

II. CONSTRUCTION AND OPERATION AGREEMENT

Section 201 Section 3 of the Construction and Operation Agreement is amended by adding thereto the following:

"3.3 Big Rivers will transfer and convey to the City easements on land lying adjacent to the Station Two plant site in order to permit the construction, operation and maintenance thereon of certain portions of the Station Two SCR System, including the SCR reactors and the ammonia storage facility, and the auxiliary building, together with any additional rights and easements to the City required for the construction, operation, maintenance and removal of auxiliary facilities required in connection therewith and for access thereto, all in accordance with the Big Rivers'

Easement.

Section 202 Section 4 of the Construction and Operation Agreement is amended by adding thereto the following:

“4.12 The City, with the approval of Big Rivers (and WKE, as assignee of Big Rivers), awarded the SCR Contract and such other contracts with the selected contractors or vendors of the Station Two SCR System as are necessary for the design, acquisition, construction, installation, startup and testing of the Station Two SCR System, and will diligently pursue under the terms of such contracts such design, acquisition, construction, installation, startup and testing of the Station Two SCR System consistent with prudent utility practices and will perform and discharge its obligations under such contracts. Big Rivers (and WKE, as assignee of Big Rivers) and the City agree to coordinate their respective use, operation and maintenance of Station Two so as to reasonably facilitate any remaining design, acquisition, construction, installation, start-up or testing of the Station Two SCR System that may be required following the effectiveness of all provisions of the 2005 Amendments to Contracts. The City agrees to use its commercially reasonable efforts to cause its vendors and contractors to undertake such work in a manner consistent with the contracts therefor that minimizes any adverse effects on the use, operation and maintenance of Station Two. SCR Capital Costs

shall be funded by the City and WKE (and Big Rivers in the event the Station Two Agreement is terminated, subject to the limitations set forth in the Agreements), in the manner set forth in Section 4.20 of the Construction and Operation Agreement. The City shall use its commercially reasonable efforts to obtain and maintain the necessary permits and other governmental and third-party approvals for the design, acquisition, construction, installation, start-up, testing, use, operation and maintenance of the Station Two SCR System, and Big Rivers (and WKE, as assignee of Big Rivers) shall seek any such additional permits and approvals as are required of it. The Parties hereto agree that they shall use their commercially reasonable efforts to operate and maintain Station Two so as to comply with the vendor's recommendations provided in the SCR Contract as to the Station Two SCR System, or as provided in the successful bid for the design, acquisition, construction, installation, start-up and testing of the Station Two SCR System, in either case with respect to meeting its performance guarantees and warranties, except to the extent emergency conditions exist which require the operation or maintenance of Station Two in a contrary manner. WKE will obtain and maintain adequate builder's risk insurance, boiler and machinery and other insurance required to be maintained by the City under the SCR Contract, and the City, Big Rivers and WKE shall be named as

additional insureds or loss payees (as their interest may appear) as provided in the SCR Contract covering the complete construction and installation of the Station Two SCR System. Any additional cost of such insurance shall be included as part of SCR Capital Costs. The City agrees to afford Big Rivers and WKE reasonable access to all plans, specifications and contracts for and to furnish copies of any required or permitted notices to or from any contractor or vendor relating to the design, construction, acquisition, installation, start-up, testing, operation and maintenance of the Station Two SCR System. The City shall obtain the prior written approval of Big Rivers and WKE (which approval shall not be unreasonably withheld, conditioned or delayed) regarding any material changes to such plans, specifications or contracts and for the approval or acceptance by the City pursuant to such contracts of the completion or commercial operation of any material component or aspect of the Station Two SCR System, and shall generally consult with Big Rivers and WKE and allow them to reasonably participate in all meetings, inspections, tests and audits with such contractors and vendors with respect to the design, construction, acquisition, installation, start-up and testing of the Station Two SCR System. The City shall also obtain the written approval of WKE and Big Rivers (such approval not to be unreasonably withheld,

conditioned or delayed) prior to any exercise by the City of any right that it may have to terminate or suspend any contract with any such vendor or contractor relative to the Station Two SCR System or to undertake to correct or repair any defective or non-conforming work or components thereof that may have been undertaken or performed by any vendor or contractor or to complete any uncompleted work by such vendor or contractor with respect to the Station Two SCR System.

4.13 The City has employed the services of Burns & McDonnell to provide consulting services during the design, acquisition, construction, installation, start-up and testing of the Station Two SCR System. The City agrees to promptly provide to Big Rivers and WKE copies of all reports, analyses and other information that may be generated or provided by Burns & McDonnell to the City in connection with their consulting services with respect to the Station Two SCR System (including, without limitation, those generated or provided prior to the effective date of all provisions of the 2005 Amendments to Contracts) and agrees to cause such consultants to afford Big Rivers and WKE reasonable access to their relevant representatives for the purpose of obtaining follow-up or additional information regarding their services, the results thereof and the Station Two SCR System generally.

4.14. SCR Ammonia Costs and SCR Catalyst Acquisition Costs

will be recorded by Big Rivers (or WKE as assignee of Big Rivers) so as to identify those Costs on a Contract Year and a month by month basis, separate and apart from the other costs and expenses incurred in the operation and maintenance of Station Two.

4.15 The City, WKE and Big Rivers have used their respective commercially reasonable efforts, consistent with their respective obligations under the 2005 Amendments to Contracts, so that the design, acquisition, construction, installation, start-up and testing of the Station Two SCR System met the compliance dates with respect to NOx emissions required by the Federal and Kentucky NOx Regulations applicable thereto, and the reasonable costs of such actions (except as otherwise provided in Section 4.20(e) below) shall constitute SCR Capital Costs.

4.16 [Reserved]

4.17 The Parties agree that all Allotted Allowances for a NOx Season (as prorated for any applicable portion of a NOx Season) shall be allocated and applied in order of priority as follows (absent the written agreement of the City, WKE, LEM and Big Rivers to the contrary), and no Party shall be entitled to use (or claim any right to use) such Allotted Allowances in a manner contrary to such allocation and application nor shall any Party cause or instruct the Station Two Designated Representative to use

such Allotted Allowances in a manner contrary to such allocation and application:

(a) Such Allotted Allowances shall first be allocated for the benefit of the City, WKE and, following the expiration or termination of the Station Two Agreement, Big Rivers and applied to Station Two Stack NOx Emissions for such NOx Season in an amount equal to the Station Two Allocated Allowances for such NOx Season.

(b) Such Allotted Allowances shall next be allocated, but only to the extent of the amount remaining after the allocation thereof in the amounts provided pursuant to subsection (a) above, to and become the property of the City in an amount equal to the City Excess Allowances, if any, for such NOx Season. The City shall be entitled to use, apply, allocate or dispose of the City Excess Allowances allocated pursuant to this subsection (b) in any manner and for any purpose deemed appropriate by it (and permissible under applicable laws, rules and regulations), without accounting for the same to any other Party.

(c) Such Allotted Allowances shall next be allocated, but only to the extent of the amount remaining after the allocation thereof in the amounts provided pursuant to subsection (a) above and in the amounts, if any, provided pursuant to subsection (b)

above, and applied to the Station One Unit 6 Stack NOx Emissions so that, after the application by the City to the Station One Unit 6 Stack NOx Emissions of an amount of NOx allowances or emission credits (from whatever source, but excluding Allotted Allowances other than City Excess Allowances) equal to the Station One Unit 6 Allotted Allowances for such NOx Season, the Station One Unit 6 Stack NOx Emissions for such NOx Season will be in compliance with the applicable Federal and Kentucky NOx Regulations (it being understood that for the purpose of determining the Allotted Allowances (if any) to be allocated pursuant to this subsection (c), an amount of NOx allowances and emissions credits (from whatever source, but excluding Allotted Allowances other than City Excess Allowances) equal to the Station One Unit 6 Allotted Allowances for that NOx Season shall be deemed to have been first applied to the Station One Unit 6 Stack NOx Emissions, whether or not the Station One Unit 6 Allotted Allowances or any other NOx allowances and emissions credits are in fact applied to the Station One Unit 6 Stack NOx Emissions); provided that the Allotted Allowances allocated pursuant to this subsection (c) shall not exceed 40 allowances or emissions credits (it being understood and agreed by the Parties that the portion of such 40 allowances or emissions credits not so required for the compliance of the Station One Unit 6 Stack NOx

Emissions for such NOx Season, after the application of an amount of NOx allowances or emissions credits equal to the Station One Unit 6 Allotted Allowances for such NOx Season, shall be available to WKE or Big Rivers (as applicable) pursuant to Subsection (d) below).

(d) Such Allotted Allowances shall next be allocated, but only to the extent of the amount remaining after allocation thereof in the amounts provided pursuant to subsection (a) above, and in the amounts, if any, provided pursuant to subsections (b) and (c) above, to and become property of WKE and, following the term of the Station Two Agreement (and as prorated for any applicable portion of a NOx Season), shall be allocated to and become the property of Big Rivers. WKE or Big Rivers, as applicable, shall be entitled to use, apply, allocate or dispose of such Allotted Allowances allocated as provided in this subsection (d) in any manner or for any purpose deemed appropriate by it (and permissible under applicable laws, rules or regulations), without accounting for the same to any other Party, including without limitation, using or applying the same in connection with or in support of the use or operation of any other power generation facilities that are owned or operated by WKE or Big Rivers, as applicable, except as otherwise provided in the Amendatory Station Two Agreement. The Parties acknowledge that WKE's

right to receive or utilize such Allotted Allowances for NOx Seasons (or portions thereof) following the term of the Station Two Agreement shall cease upon the expiration or termination of the Station Two Agreement, and that Big Rivers' right to receive and utilize the same shall thereafter continue throughout the term of the Construction and Operation Agreement.

(e) Exhibit C to the Construction and Operation Agreement (as added by the 2005 Amendments to Contracts) attached hereto sets forth an example of the calculations pertaining to the allocation and application of Allotted Allowances for an assumed year in accordance with subsections (a), (b), (c) and (d) above.

(f) It is understood that in the event Big Rivers (or WKE or LEM, as assignee of Big Rivers) exercises its right under Section 3.8 of the Power Sales Contract to purchase Excess Henderson Energy or energy associated with Excess Henderson Capacity during any NOx Season, Big Rivers (or WKE or LEM, as assignee of Big Rivers) shall furnish from its own sources (which may include its Allotted Allowances allocated pursuant to subsection (d) above) the emission allowances or credits required so that when applied to the Station Two Stack NOx Emissions resulting from the generation of such Excess Henderson Energy or energy associated with such Excess Henderson Capacity, such Station

Two Stack NOx Emissions comply with the applicable Federal and Kentucky NOx Regulations. It is further understood that in the event the Allotted Allowances for a NOx Season, when first allocated to the Station Two Stack NOx Emissions for such NOx Season as contemplated above, are not sufficient to cause all such Station Two Stack NOx Emissions to be in compliance with the applicable Federal and Kentucky NOx Regulations, the City and Big Rivers (or WKE/LEM, as assignee of Big Rivers) shall be responsible for furnishing, in proportion to their respective Actual Station Two Generation Shares of the Actual Station Two Generation for that NOx Season, the additional NOx emissions allowances or credits required so that their remaining Station Two Stack NOx Emissions are in compliance with applicable Federal and Kentucky NOx Regulations.

(g) Big Rivers, the City and WKE agree to cooperate with one another and to use their respective commercially reasonable efforts (in the case of WKE, during the term of the Station Two Agreement only) to effect and implement the allocations contemplated above, and to otherwise carry out the intents and purposes of this Section 4.17, including without limitation, by instructing the Station Two Designated Representative to hold, allocate and/or use all Allotted Allowances in a manner consistent with the foregoing. To the extent required under the

circumstances, a Party shall execute and deliver to the other relevant Party one or more documents of title reasonably required to reflect that Party's ownership of the relevant Allotted Allowances as contemplated above, upon the written request of that Party. To the extent the City acquires title to or control over any Allotted Allowances for a NOx Season in excess of those allocated as contemplated in subsections (a), (b) and (c) above, it shall assign and transfer (or direct the Station Two Designated Representative to assign and transfer) such title to or control over the same to WKE or, for any NOx Season (or portion thereof) following the expiration or termination of the Station Two Agreement, to Big Rivers, without any additional consideration and free and clear of all liens and encumbrances of any nature. The City shall not attempt to make any forward sale or other conveyance of any Allotted Allowances (other than any City Excess Allowances allocated to it pursuant to subsection (b) above), it being understood that all such Allotted Allowances shall be used by the City solely in connection with Station Two NOx Stack Emissions and the Station One Unit 6 Stack NOx Emissions as contemplated in (a), (b) or (c), as applicable, above or shall be allocated to WKE or Big Rivers as contemplated in subsection (d) above.

(h) The City agrees to maintain complete and accurate

records regarding the allotment under the Federal and Kentucky NOx Regulations of NOx allowances and emissions credits to the City's Station One Power Plant, the use of any Allotted Allowances for the City's Station One Power Plant as provided in subsection (c) of this Section 4.17, and the City Excess Allowances, if any, as allocated pursuant to subsection (b) of this Section 4.17. The City agrees to give WKE, Big Rivers and their respective representatives reasonable access from time to time to all such records and to furnish the following information for each NOx Season to WKE and Big Rivers, as applicable: (i) on or prior to March 1 of each year following each NOx Season, a copy of the annual report made by the City's Station One Power Plant Designated Representative to environmental regulatory authorities regarding the receipt and disposition of NOx allowances or emissions credits pertaining to Unit 6 of the City's Station One Power Plant for such prior NOx Season; and (ii) on or prior to January 31 of each year following each NOx Season, the following information: (x) the number of the NOx allowances or emissions credits allotted to Unit 6 of the City's Station One Power Plant for such NOx Season under applicable Federal and Kentucky NOx Regulations, (y) the energy (MWh) generated (including energy for station use) by Unit 6 of the City's Station One Power Plant during such NOx Season and (z) the total Station One Unit 6 Stack

NOx Emissions during such NOx Season. The City further agrees to furnish WKE and Big Rivers, as applicable, copies of any such quarterly reports required to be filed by the City's Station One Power Plant Designated Representative with environmental regulatory authorities, as well as monthly reports tracking the NOx allowance and emissions credit consumption of Unit 6 of the City's Station One Power Plant. The City also agrees to cooperate and use its best commercial efforts to provide to WKE and Big Rivers, as applicable, and the Station Two Designated Representative, as soon as practicable but in any event in a timely manner, any information set forth in the second sentence of this subsection that is required for the Station Two Designated Representative to prepare and file the annual report with environmental regulatory authorities regarding the receipt and disposition of Allotted Allowances.

(i) Big Rivers and, during the term of the Station Two Agreement, WKE agree to maintain complete and accurate records regarding Allotted Allowances and the allocation and application thereof as provided in subsections (a), (b), (c) and (d) of this Section 4.17, and agree to give the City and its respective representatives reasonable access from time to time to all such records. Big Rivers and, during the term of the Station Two Agreement, WKE further agree to direct the Station Two

Designated Representative to furnish to the City on or prior to March 1 of each year following each NOx Season a copy of the annual report made by the Station Two Designated Representative to environmental regulatory authorities regarding receipt and disposition of Allotted Allowances for such prior NOx Season. Big Rivers and, during the term of the Station Two Agreement, WKE will direct the Station Two Designated Representative to cause such report to include information that any Party may reasonably request in writing (and with reasonable advance notice) and as shall be permissible while maintaining the reports in compliance with applicable Federal and Kentucky NOx Regulations, including Allotted Allowances balances on hand at the beginning and at the end of such NOx Season and the summary of receipts and dispositions of Allotted Allowances during such NOx Season. WKE and Big Rivers, as applicable, further agree to direct the Station Two Designated Representative to furnish to each of the other Parties copies of any such quarterly reports to be filed by the Station Two Designated Representative with environmental regulatory authorities, as well as monthly reports tracking the Allotted Allowance consumption. In addition, WKE and Big Rivers, as applicable, agree to cooperate and use their respective best commercial efforts to provide to the City and the Designated Representative for City's Station One Power Plant, as

soon as practicable but in any event in a timely manner, any information relating to Station Two operation or Allotted Allowances required for the Designated Representative for City's Station One Power Plant to prepare and file the annual report with environmental regulatory authorities regarding the receipt and disposition of NOx allowances and emissions credits with respect to City's Station One Power Plant.

(j) For purposes of any calculation of the number of Allotted Allowances allocated or applied pursuant to this Section 4.17, the number of Allotted Allowances resulting from such calculation shall be rounded, if necessary, to the nearest whole number (e.g., 33.67 being rounded up to 34 and 33.34 being rounded down to 33) with one half of an Allotted Allowance being rounded up.

4.18 The reasonable costs incurred by the Parties in connection with obtaining all governmental regulatory approvals and any creditors' consents and approvals required for the Parties' respective execution of or performance of the 2005 Amendments to Contracts, the Amendatory Station Two Agreement, the Guarantor's Consent and Acknowledgement, the Big Rivers' Creditors' Subordination Agreement and the Big Rivers' Easement shall constitute SCR Capital Costs reimbursable as provided in Section 4.20(e).

4.19 The Parties acknowledge that the City, on the one hand, and each of WKE, LEM and Big Rivers, on the other hand, have a vested interest in ensuring that the design, acquisition, construction, installation, start-up and testing of the Station Two SCR System meets certain schedules and that the Station Two SCR System performs to stated NOx removal capabilities, all as warranted or guaranteed by the relevant bidders, vendors or contractors thereof (or as otherwise contemplated in the contract(s) with such bidders, vendors or contractors), and that such Parties may be damaged by reason of a failure by the Station Two SCR System to meet those schedules or warranted or guaranteed performance capabilities. In light of those mutual interests the parties agree that:

- (1) The City shall diligently pursue (with counsel reasonably satisfactory to the Parties) and on behalf of the City, WKE, LEM and Big Rivers as their respective interests may appear, on a best commercial efforts basis, (i) any and all contractual rights and remedies that it may have against any bidder, vendor or contractor with respect to the Station Two SCR System or any component(s) thereof, or on account of any failure of or by that system to meet any of the schedules, performance specifications, criteria or

capabilities warranted or guaranteed by such bidder, vendor or contractor, or otherwise on account of any misrepresentation, breach of warranty or non-fulfillment of any covenant or agreement on the part of that bidder, vendor or contractor in any manner relating to the Station Two SCR System (including without limitation, the pursuit of specific performance and any liquidated damages or other relief available as a result of, or arising by reason of, any such failure, misrepresentation, breach or non-fulfillment), and (ii) any and all contractual rights and remedies that it may have against any provider of a surety, performance or other bond with respect to the Station Two SCR System on behalf of any such bidder, vendor or contractor;

- (2) The City shall afford WKE, LEM and Big Rivers a reasonable opportunity to participate in the City's efforts to pursue its and their respective rights and remedies as contemplated in subsection (1) above, including the right to promptly receive copies of all pleadings and correspondence with the relevant bidder, vendor or contractor, or provider of a surety, performance or other bond, to attend all hearings and settlement discussions with that bidder, vendor or

contractor (or its counsel), or provider of a surety, performance or other bond (or any counsel thereof), and to approve any settlement of the City's claims against that bidder, vendor or contractor, or provider of a surety, performance or other bond (which approval shall not be unreasonably withheld, conditioned or delayed by WKE, LEM or Big Rivers);

- (3) The reasonable costs and expenses incurred by the City, WKE, LEM and Big Rivers in connection with the foregoing efforts ("Collection Costs") shall initially be allocated between and promptly funded (or, as applicable, reimbursed) by the City and WKE (or, in the event the Station Two Agreement shall have expired or been terminated, by the City and Big Rivers) on a 50%/50% basis, with 20% of any amounts so allocated to and paid or reimbursed by WKE being promptly thereafter reimbursed by Big Rivers to WKE upon its written request. To the extent any damages are recovered from the relevant bidder, vendor, contractor or provider of a surety, performance or other bond, the amounts so recovered shall first be used to proportionately reimburse the City, WKE and Big Rivers for the portions of the Collection Costs so

funded, paid or reimbursed by them, before such amounts are allocated between or among the Parties as contemplated in paragraphs (4), (5) and (6) below;

- (4) In the case of the proceeds of liquidated damages (net of the damages used for the recovery of the Parties' Collection Costs as contemplated in paragraph (3)) payable as a result of a failure of the bidder, vendor or contractor to meet its guaranties or warranties as to NOx removal or its schedules with respect to completion or commercial operation after testing of the Station Two SCR System or a component thereof (such failure being in this paragraph (4) referred to as the "Vendor Failure"), with respect to a particular day, such proceeds, after reimbursement of the reasonable costs and expenses of the Parties incurred in connection with submitting and enforcing a claim or the recovery of damages therefor, as the same shall be reallocated as provided in subsection (3) above, shall be applied as follows:

- (i) In the case of liquidated damages payable due to a Vendor Failure consisting of a failure to meet its guaranties or warranties as to the NOx removal capability of the Station

Two SCR System or a component thereof, including a failure of the Station Two SCR System or a component thereof to meet such guaranties or warranties by a scheduled date, whether or not such Vendor Failure occurs or the liquidated damages are payable during a NOx Season, the proceeds of such liquidated damages with respect to such particular day shall be paid and allocated between the City and WKE/LEM as follows:

(A) if the percentage of NOx removal capability of the Station Two SCR System resulting from or in light of such Vendor Failure equals or exceeds the Base NOx Removal, all such proceeds of liquidated damages with respect to such day shall be paid by the City to WKE/LEM; and

(B) if the percentage of NOx removal capability of the Station Two SCR System resulting from or in light of such Vendor Failure is less than the Base NOx Removal, there shall be allocated to the City from such proceeds of liquidated damages an amount determined in accordance with the following formula:

$$X = .3045 \times \left[1 - \frac{Y}{Y + (NR \times Z)} \right] \times LDP$$

where:

X = amount to be allocated to the City;

NR = a fraction the numerator of which is the difference between the Base NOx Removal and the actual percentage of NOx removal capability of the Station Two SCR System (or a component thereof) resulting from such Vendor Failure and the denominator of which is the Base NOx Removal;

Y = the SCR Capital Overcontrol Amount; and

LDP = the amount of the proceeds of liquidated damages with respect to such particular day; and

Z = the final contract price for the Station Two SCR System as determined in accordance with the SCR Contract and any settlement agreements or the like that may be entered into by the City with the successful bidder (with the prior written consent of Big Rivers and, during the term of the Station Two Agreement, WKE);

and the balance of such proceeds of liquidated damages shall be paid by the City to WKE/LEM.

(ii) In the case of liquidated damages payable due to a Vendor Failure to meet a scheduled date for the tie-in of duct work to either of the Station Two generating units, whether or not such Vendor Failure shall occur or such liquidated damages shall be payable during a NOx Season, the proceeds of such liquidated damages with respect to such particular day shall be paid and allocated between the City and WKE/LEM as follows:

(A) if the City shall have available to it for such day the full amount of its share of the Total Capacity of Station Two as allocated pursuant to Section 3 of the Power Sales Contract and due to such Vendor Failure WKE/LEM shall not have available to it the full amount of its surplus capacity from Station Two as allocated pursuant to Section 3 of the Power Sales Contract, the proceeds of such liquidated damages with respect to such particular day shall be paid by the City to WKE/LEM,

(B) if the City shall not have available to it for such day the full amount of its share of the Total Capacity of

Station Two as allocated pursuant to Section 3 of the Power Sales Contract, the proceeds of such liquidated damages with respect to such particular day shall be paid to and allocated between the City and WKE/LEM, respectively, in the same proportion as (x) the amount (in MWs) of the City's full share of the Total Capacity of Station Two that is not so available to the City for such day bears to (y) the amount (in MWs) of the full surplus capacity of Station Two allocated for such day to WKE/LEM pursuant to Section 3 of the Power Sales Contract that is not so available to WKE/LEM.

- (5) In all cases, other than those in which paragraph (4) above is applicable, the proceeds of liquidated damages and of the payment of other claims or the recovery of other damages under contracts with the abovementioned bidders, vendors or contractors, or under any surety, performance or other bond, after reimbursement of the parties reasonable costs and expenses incurred in connection with submitting and enforcing claims or the recovery of damages thereon, as the same shall be reallocated as provided in paragraph (3) above, shall be paid to and allocated between the City and WKE/LEM in the same proportion as their average respective shares of the Total Capacity of Station Two as allocated pursuant to

Section 3 of the Power Sales Contract during each Contract Year from and including the Contract Year which includes the first date of the relevant failure, breach action or omission of the bidder, vendor or contractor giving rise to such recovery, through and including the Contract Year in which such recovery is made.

(6) In the event WKE, LEM or Big Rivers shall receive from the City an allocated portion of the proceeds of any claims or any liquidated or other damages as contemplated in paragraphs (4) and (5) above (net of the damages used for the recovery of the Parties' Collection Costs as contemplated in paragraph (3)), WKE and LEM, on the one hand, and Big Rivers, on the other hand, agree that all such amounts shall be allocated to them or divided between them as set forth below, except as otherwise expressly provided in this paragraph (6).

(i) All liquidated damage amounts and other damage amounts that shall be received from the City as contemplated in paragraph (5) above shall be divided such that WKE and LEM shall receive the portion thereof determined by reference to the following formula and Big Rivers shall receive the balance:

$$A = \frac{B}{23.5}$$

Where:

A = WKE's and LEM's collective allocated portion of such damages, expressed as a percentage (which shall not be a negative percentage); and

B = The number of years (and/or portions thereof) remaining in the full "Term" of the Station Two Agreement as of the first date of the relevant failure of the Station Two SCR System or bidder, vendor or contractor giving rise to the claims(s) or damages contemplated in paragraph (5) above.

(ii) All liquidated damage proceeds allocated and paid by the City to WKE/LEM as contemplated in subparagraph (4)(i) above by reason of a Vendor Failure of the type described in that subparagraph ("Subparagraph (4)(i) Damages") shall be remitted to and retained by WKE/LEM for their own account; provided, that WKE/LEM hereby agree to first use any such Subparagraph (4)(i) Damages for the acquisition of NOx allowances or emissions credits to the extent required for the operation of Station Two and the generation of WKE's or LEM's share of Total Capacity during the Term in the absence of a commercially-operational, conforming Station Two SCR System, before retaining such damages or using such damages for any other purpose; and provided further, that in the event, as of the expiration of the Term of the

Station Two Agreement or the early termination of the Station Two Agreement, the relevant bidder, vendor or contractor that paid such liquidated damages has not delivered and installed all components of the Station Two SCR System for which it was responsible in conformity with the guarantees, warranties or other material commitments set forth in its contract with the City, then promptly following that expiration or termination of the Station Two Agreement, WKE/LEM shall pay to Big Rivers a share of the Subparagraph (4)(i) Damages actually received by it or them (net of the amount of those damages used by WKE/LEM to acquire NOx allowances or emissions credits as contemplated above) equal to the percentage of all SCR Capital Costs for which WKE/LEM were responsible under Section 4.20 of the Construction and Operation Agreement that have been funded by Big Rivers as of the expiration or termination of the Station Two Agreement, together with interest on Big Rivers' share of those Subparagraph (4)(i) Damages from the date first received by WKE/LEM through the date paid to Big Rivers at the "Prime Rate" (as defined in the Station Two Agreement).

- (iii) All liquidated damage proceeds paid and allocated by the City to WKE/LEM as contemplated in subparagraph (4)(ii) above by reason of a Vendor Failure of the type described in that

subparagraph (“Subparagraph (4)(ii) Damages”) shall be remitted to and retained by WKE/LEM for their own account; *provided, that if* the relevant Vendor Failure contemplated in subparagraph (4)(ii) and the contract between the City and the relevant bidder, vendor or contractor do not physically or contractually prevent the City (or WKE as the City’s contractual operator of Station Two) from restarting and operating either Station Two generating unit in accordance with the requirements of the Station Two Contracts following the expiration of the scheduled outage during which the tie-in of duct work to the Station Two generating units was originally scheduled to be completed, and if either (A) WKE/LEM voluntarily extend that scheduled outage, or restart the Station Two generating units but thereafter voluntarily shut down either or both of those units, in either case in order to accommodate the completion of the tie-in of duct work, or (B) either or both of the Station Two generating units suffer an unscheduled or forced outage due to a mechanical or operational problem unrelated to the tie-in of duct work and such tie-in of duct work is undertaken during the period that the unscheduled or forced outage continues, then any Subparagraph (4)(ii) Damages that are allocated and paid by the City to WKE/LEM for the days (or portions

thereof) during which the scheduled outage was so voluntarily extended, for the days (or portions thereof) during which the Station Two generating units (or either of them) were so voluntarily shut down, or for the days (or portions thereof) of the unscheduled or forced outage during which the tie-in of duct work was so performed (as applicable), shall be allocated between WKE/LEM, on the one hand, and Big Rivers, on the other hand, based upon the formula set forth in subparagraph (6)(i) above, but with component "B" of that formula being the number of years (and/or portions thereof) remaining in the full Term of the Station Two Agreement as of the first date of the relevant Vendor Failure contemplated in subparagraph (4)(ii) above. Notwithstanding the foregoing provisions of this subparagraph (iii), in the event an unscheduled or forced outage as contemplated above is required to be extended beyond the period that would have been required in order to correct or repair the mechanical or operational problems initially giving rise to that outage, in order to allow the completion of tie-in of duct work undertaken during that outage and necessary for the restart of either or both of the Station Two generating units, then WKE/LEM shall be entitled to retain for their own account all Subparagraph (4)(ii) Damages paid for the days (or portions thereof) during

which that unscheduled or forced outage is extended to allow the completion of that work.

- (iv) As between WKE/LEM, on the one hand, and Big Rivers, on the other hand, the Party(ies) receiving the proceeds of relevant liquidated damages or other damages from the City as contemplated in paragraph (4) or (5) above (net of the damages used for the recovery of the Parties' Collection Costs as contemplated in paragraph (3)) shall promptly thereafter pay to the other of those Parties its allocable share of those damages (if any) as contemplated in this paragraph (6) in immediately available funds. Notwithstanding anything contained in this paragraph (6) to the contrary, Big Rivers shall not be entitled to receive any portions of the proceeds of any claims or any liquidated or other damages, as contemplated in paragraph (4) or (5) above, until such time as Big Rivers shall have funded its respective share of all SCR Capital Costs as contemplated in the Amendatory Station Two Agreement. The receipt or retention by WKE/LEM of liquidated damages or other damages as contemplated in this Section 4.19 shall not preclude WKE/LEM from asserting or claiming that Big Rivers has an obligation under the Station Two Agreement to contribute its share of the costs of any other SCR Capital Costs, Station Two Improvements costs or

Henderson Incremental Environmental O&M Costs associated with, resulting from or necessitated by the relevant Vendor Failure or other failure of the Station Two SCR System or the bidder, vendor or contractor contemplated in paragraph (4) or (5) above, as applicable, nor shall Big Rivers be deemed to be released or discharged from any such obligations.

- (7) A Party's respective entitlements to portions of the proceeds of liquidated damages as contemplated above shall not be affected by any decision by such Party (or any of them) to separately acquire NOx allowances or emissions credits in order for the generation of its share of Total Capacity of Station Two (and in the case of the City, the generation of energy associated with the City's Station One Power Plant Rated Capacity) to remain compliant with the Federal and Kentucky NOx Regulations. The City agrees to hold all liquidated damages or other damages that may be recovered from a particular bidder, vendor or contractor (as contemplated in paragraph (4) or paragraph (5) above) in escrow for the benefit of the Parties until their respective shares (if any) thereof can be calculated and such amounts can be allocated and paid or distributed as contemplated in this Section 4.19.
- (8) The proceeds of any insurance maintained with respect to any damage or destruction of the Station Two SCR System or any part

thereof during the construction, start-up and testing thereof or with respect to the completion of the Station Two SCR System shall be applied by the City to the repair, reconstruction or completion thereof, as applicable.

4.20 The SCR Capital Costs have been and shall be funded in the manner provided in this Section 4.20, notwithstanding any provisions to the contrary elsewhere in the Construction and Operation Agreement or the Power Sales Contract. In addition the amount of \$123,584 shall be paid by WKE to the City with respect to WKE's proposed use of Alternate Fuel with respect to the two initial catalyst layers of the Station Two SCR System and the SCR Capital Overcontrol Amount shall be paid to the City by WKE, in each case to the extent not already funded by WKE pursuant to the Interim Funding Agreement. The City shall apply all such amounts to the payment of such costs of the Station Two SCR System.

(a) Promptly upon all provisions of the 2005 Amendments to Contracts becoming fully effective as contemplated in Section 601 below, the City agrees to establish and maintain at a bank in Henderson, Kentucky, reasonably satisfactory to the Parties, an SCR Construction Account (the "SCR Account") into which funds shall be deposited, and out of which payments shall be made, to fund the SCR Capital Costs not previously funded.

(b) The Parties agree to continue the budget for SCR Capital Costs established by the Interim Funding Agreement and to meet periodically to review

and, as needed, update such budget which shall not be amended, modified or supplemented absent the prior written consent of the City, WKE and Big Rivers, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Prior to the first day of each month, the City shall invoice WKE (or, in the event the Station Two Agreement shall have been terminated, Big Rivers) in writing for WKE's SCR Capital Cost Share of the budgeted SCR Capital Costs that are anticipated by the City, in good faith, to be expended by it during the coming month, and that have not already been funded by WKE pursuant to the Interim Funding Agreement. The City shall promptly provide WKE and Big Rivers with such information regarding those anticipated expenses as WKE (or Big Rivers) may reasonably request. Within five (5) business days after its receipt of that invoice, WKE (or, if the Station Two Agreement shall have been terminated, Big Rivers) shall deposit into the SCR Account funds in an amount equal to its SCR Capital Cost Share of the budgeted SCR Capital Costs for that coming month. Within one (1) business day following that deposit by WKE, the City shall deposit into the SCR Account the City's SCR Capital Cost Share of such budgeted SCR Capital Costs that are anticipated to be expended during that coming month. Once both of those deposits have been made (but not before), the City shall be entitled to thereafter draw upon the SCR Account to fund the budgeted expenditures of the SCR Capital Costs actually incurred by it in the applicable month (or in any subsequent month to the extent the relevant expenditures anticipated for the applicable month are deferred to a subsequent month with the written concurrence of the City and WKE (or, if the Station Two

Agreement shall have been terminated, Big Rivers)). In the event the actual expenditures of SCR Capital Costs associated with a particular aspect or component of the Station Two SCR System are less than the budgeted amounts therefor which were deposited by the City or WKE (or, if the Station Two Agreement shall have been terminated, Big Rivers), the excess amounts in the SCR Account shall be retained in the SCR Account to fund future unanticipated or unbudgeted SCR Capital Costs (with the written concurrence of the City, WKE and Big Rivers) or shall be released as contemplated in paragraph (d) below. In the event the actual obligations associated with a particular aspect or component of the Station Two SCR System require expenditures of SCR Capital Costs in excess of the budgeted amounts and available amounts which were deposited by the City and WKE (or, if the Station Two Agreement shall have been terminated, Big Rivers) in the SCR Account, the amount of the deficiency in the SCR Account shall be deposited in the SCR Account within five (5) business days by the City and WKE (or, if the Station Two Agreement shall have been terminated, Big Rivers) in accordance with their respective SCR Capital Cost Shares.

(d) The City agrees to hold and maintain all funds deposited into the SCR Account in trust for the City and WKE (and, if the Station Two Agreement shall have been terminated, Big Rivers) and agrees to use such funds solely in connection with the SCR Capital Costs as provided in this Section 4.20. If, as of the completed construction and commercial operation date of the Station Two SCR System, any amounts remain in the SCR Account which are not required to fund budgeted SCR Capital Costs that have actually accrued or that can

reasonably be expected to accrue thereafter, those remaining amounts shall promptly thereafter be released by the City from the SCR Account and returned to the City and WKE (and, if the Station Two Agreement shall have been terminated, Big Rivers) in the same proportions as those funds were deposited by those Parties into the SCR Account. In the event the Station Two Agreement shall have been terminated and the rights of WKE under the Agreements shall have been cancelled or reassigned to Big Rivers prior to a release of funds by the City from the SCR Account as contemplated in the preceding sentence, and to the extent the funds so released to Big Rivers constitute a return of funds that were deposited by WKE into the SCR Account as contemplated in paragraph (c) above, Big Rivers agrees to remit and pay to WKE such released funds within ten (10) business days following its receipt thereof without set-off, deduction or counterclaim. The covenant of Big Rivers in the preceding sentence shall survive the expiration or termination of the Station Two Agreement and/or the Construction and Operation Agreement.

(e) The Parties agree that all out-of-pocket costs and expenses that may be incurred by them or any of them (other than the costs and expenses described in Section 4.19 (3) of the Construction and Operation Agreement and other than a Party's cost to borrow or otherwise raise the funds required to be contributed by it toward SCR Capital Costs under this Agreement or under the Amendatory Station Two Agreement), whether pursuant to the 2005 Amendments to Contracts or the Interim Funding Agreement, in connection with (i) the initial design, acquisition, construction, installation, start-up and testing of the Station Two SCR System in

accordance with the 2005 Amendments to Contracts, the Interim Funding Agreement and the SCR Contract; (ii) the development, negotiation and execution of the 2005 Amendments to Contracts, the Interim Funding Agreement, the Amendatory Station Two Agreement, the SCR Contract, the Big Rivers' Easement, the Big Rivers' Creditors' Subordination Agreement and the Guarantor's Consent and Acknowledgement; or (iii) the obtaining of all governmental and third-party consents or approvals required for such agreements or instruments or for the Station Two SCR System; shall constitute SCR Capital Costs. At such time as any Party shall incur any such out-of-pocket costs or expenses (other than the deposits required to be made by WKE or the City into the SCR Account and other than the payments required to be made by the City from the SCR Account, each as contemplated in Section 4.20(c) above) and shall seek reimbursement of the same, that Party shall thereafter submit a written request for reimbursement of such costs and expenses to the City with a copy to the other Parties (or, in the case of costs and expenses incurred by the City, shall notify WKE and Big Rivers in writing of such costs and expenses and of the City's intention to charge the same to the SCR Account as SCR Capital Costs), and all such requested costs and expenses shall be deemed to be added to the approved SCR Capital Costs budget for the Station Two SCR System (to the extent they are not already included in that approved budget) without further action on the part of any Party. Thereafter, such out-of-pocket costs and expenses shall be funded by the City and WKE into the SCR Account in the same manner as other budgeted SCR Capital Costs are funded pursuant to Section 4.20(c)

above, and thereafter shall be paid by the City to the relevant Party from the SCR Account within five business days, and a portion of those out-of-pocket costs shall be paid by Big Rivers to WKE as contemplated in Section 19.4(b) of the Station Two Agreement (as added pursuant to the Amendatory Station Two Agreement). Each Party agrees to provide reasonable documentation in support of a particular cost or expense claimed as being reimbursable to it hereunder upon the request of any other Party.

(f) Upon completion of construction of the Station Two SCR System and settlement of all obligations to third parties (that is, to parties other than the City, Big Rivers, WKE, LEM or their Affiliates) relating to SCR Capital Costs or to costs funded with the SCR Capital Overcontrol Amount and the \$123,584 with respect to alternate fuel with respect to the two initial catalyst layers of the Station Two SCR System, the City shall within forty five (45) days thereafter furnish to WKE and Big Rivers a final written accounting of all items of SCR Capital Costs and all items of costs funded with the SCR Capital Overcontrol Amount and such \$123,584 with respect to alternate fuel for the Station Two SCR System. WKE and Big Rivers shall have until sixty (60) days following receipt of such accounting to question the suitability or correctness of any item thereof or to propose other costs for inclusion in that final accounting, and unless that proposed final accounting is so questioned, or other costs are so proposed within that period, the suitability and correctness of such accounting shall be conclusively presumed. In the event that WKE or Big Rivers shall question the suitability or correctness of any item or items of such accounting, or shall propose other costs

for inclusion in that accounting, the City shall review each such questioned item or items or additional costs and notify WKE and Big Rivers in writing within thirty (30) days thereafter as to whether or not it found any error(s) or omission(s) and, if any such error(s) or omission(s) were found, such notice shall also set forth any reimbursements or payments required to correct such error(s) or omission(s). If, however, after such review and notice by the City, any such questions remain unresolved or differences between the parties persist regarding the proposed final accounting, the City, WKE and Big Rivers shall endeavor, in good faith, to resolve the same for a period of at least sixty (60) days. In the absence of such consensual resolution any party shall be free to resort to the courts to resolve the dispute. Upon the suitability and correctness of such final accounting being conclusively presumed, agreed or determined, and upon the making of any such required payments and reimbursements as a final settlement of accounts, the City shall close the SCR Account and distribute to WKE and the City their respective SCR Capital Cost Shares of any remaining balance.

(g) Upon all provisions of the 2005 Amendments to Contracts becoming fully effective as contemplated in Section 601 below, the budget for SCR Capital Costs and the supplemental budget with respect to SCR Ammonia Costs, prepared and maintained as provided in the Interim Funding Agreement and approved as contemplated in Section 10 of the First Amendment to the Interim Funding Agreement shall continue as the approved budget for SCR Capital Costs and, in the case of such supplemental budget, as a supplement to the then current Annual Budget under and for the purposes of this Construction and Operation Agreement,

the other Agreements and the Station Two Agreement, and the Parties' respective rights and obligations hereunder and thereunder.

4.21 In the event that subsequent to the date of the 2005 Amendments to Contracts, Federal or Kentucky law and regulations shall require the treatment of any sulfuric acid ("SO₃") emissions generated by the Station Two SCR System, the Parties agree (or in the event the Station Two Agreement shall have expired or shall have been terminated as of that time, the City and Big Rivers agree) to negotiate in good faith the terms and conditions of an arrangement under the Construction and Operation Agreement for the sharing and payment by them of the costs relating to such treatment of the SO₃ emissions.

4.22 Big Rivers (or WKE as assignee of Big Rivers) will monitor the operating performance of the Station Two SCR System as provided in Section III of Exhibit D to the Power Sales Contract (as added by the 2005 Amendments to Contracts and attached hereto) and will perform the fuel sampling and analyses to be performed by it as provided in Section V(C) and (D) of Exhibit E to the Power Sales Contract (as added by the 2005 Amendments to Contracts and attached hereto).

Section 203 Section 9.1 of the Construction and Operation Agreement is amended to read as follows:

"9.1 In the event of the issuance of any Station Two Bonds subsequent to the date of the 2005 Amendments to Contracts with the prior written consent of Big Rivers (and, during the term of the Station Two Agreement, WKE/LEM),

the applicable Bond Ordinance may establish and provide for the funding of such funds and accounts pertaining to such Station Two Bonds or to Station Two as shall be approved in writing by Big Rivers (and during the term of the Station Two Agreement WKE/LEM).”

Section 204 Section 14.4 of the Construction and Operation Agreement is amended to read as follows:

“14.4 The Annual Budget may be amended only with the written agreement of the Parties.”

Section 205 Section 15.2 of the Construction and Operation Agreement is amended to read as follows:

“15.2 Such books, records and accounts shall be audited by an independent certified public accountant or a firm of certified public accountants of recognized standing, selected by the City. Such audit shall be completed within 120 days after the close of each Contract Year and WKE and Big Rivers shall be entitled to timely receipt of copies of the audit report of such accountant or firm of accountants and the accompanying financial statements. All such books, records and accounts shall be held and maintained by the City in confidence (and the City shall require its auditors to hold and maintain the same in confidence) for a period of five (5) years from the date of receipt, unless the same shall come into the public domain through no fault of the City or its auditors or unless disclosure thereof is required by applicable laws or regulations pertaining to the City or its auditors or any debt of the City with

respect to its municipal electric system or any Station Two Bonds or required for the exercise by the City of any of its rights or remedies under the Agreements or the Station Two Agreement.”

Section 206 Section 18.4 of the Construction and Operation Agreement is amended to read as follows:

“18.4 During the term of this Agreement all proceeds from policies of insurance maintained with respect to damage or destruction of Station Two or any component thereof and obtained pursuant to this Section shall be paid and applied by the City and Big Rivers (and during the term of the Station Two Agreement by WKE) to the cost of repair, reconstruction and replacement of such damaged or destroyed property unless otherwise agreed to by such parties; provided that if Station Two Bonds (that have been consented to as provided above) shall then be Outstanding such proceeds shall be paid and applied in accordance with the provisions of the applicable Bond Ordinance.”

Section 207 Section 28.1 of the Construction and Operation Agreement is amended to read as follows:

“28.1 In the event Station Two Bonds (that have been consented to as provided above) shall be at any time Outstanding, this Agreement shall be subject to the terms and provisions of the applicable Bond Ordinance. City and Big Rivers (and during the term of the Station Two Agreement, WKE) agree that they will not amend, modify or otherwise alter this Agreement in any manner that will conflict with the provisions of the applicable Bond

Ordinance as the same may, from time to time, exist.”

III. POWER SALES CONTRACT

Section 301 Section 3.1 of the Power Sales Contract is amended to read as follows:

“3.1 Subject to the allocation of surplus capacity to Big Rivers (or to WKE/LEM as Big Rivers’ assignee) as hereinafter provided, the Total Capacity and output of City’s Station Two shall be reserved to and available for use by the City for the purpose of supplying the needs of the City and its inhabitants for electric power and energy in excess of the capabilities, from time to time, of its Existing System. For avoidance of any doubt, the Station Two capacity and associated energy to be reserved to and available for use by the City for any Contract Year to supply the needs of the City and its inhabitants for electric power and energy shall be determined only after giving effect to the application of the then rated capacity and associated energy of the City’s Station One Power Plant (without any reduction for any off-system capacity sales therefrom) to supply such needs.

Section 301A The title of Section 6 of the Power Sales Contract is amended to read as follows:

“Section 6. PAYMENT FOR CAPACITY, FUEL, ALLOCABLE
SCR COSTS AND REAGENT REQUIREMENTS”

Section 302 Section 6.1 of the Power Sales Contract is amended to read as follows:

“6.1 Big Rivers (or during the term of the Station Two Agreement, WKE/LEM, as Big Rivers’ assignee) shall pay to the City of Henderson Utility Commission capacity charges as hereinafter defined for the surplus capacity of Station Two allocated to it as provided in Section 3 of the Power Sales Contract.”

Section 303 Section 6.2 of the Power Sales Contract is amended to read as follows:

“6.2 Capacity charges payable by Big Rivers (or WKE/LEM, as Big Rivers’ assignee), other than Allocable SCR Costs, for any Monthly Billing Period as provided in Section 6 of the Power Sales Contract shall be in the same proportion of the Total Capacity costs (exclusive of Allocable SCR Costs) of Station Two for such Monthly Billing Period as Big Rivers’ (or WKE/LEM’s, as Big Rivers’ assignee) allocation of surplus net send-out capacity of Station Two during such Monthly Billing Period bears to the total net send-out capacity of Station Two for such Monthly Billing Period as established pursuant to Section 3 of the Power Sales Contract. Capacity charges payable by Big Rivers (or WKE/LEM, as Big Rivers’ assignee) for any Monthly Billing Period as provided in Section 6 of the Power Sales Contract consisting of Allocable SCR Costs shall be calculated as follows:

(a) The amount of SCR Ammonia Costs for such Monthly

Billing Period allocated to Big Rivers (or WKE/LEM, as Big Rivers' assignee) shall be determined in accordance with the formula and related provisions set forth in Exhibit D to the Power Sales Contract (as added by the 2005 Amendments to Contracts) attached hereto; and

(b) The amount of SCR Catalyst Acquisition Costs for such Monthly Billing Period allocated to Big Rivers (or to WKE/LEM, as Big Rivers' Assignee) shall be determined in accordance with the formula and related provisions set forth in Exhibit E to the Power Sales Contract (as added by the 2005 Amendments to Contracts) attached hereto, subject to the provisions of Sections 6.8 and 6.9 below.

Notwithstanding any other provision of the Power Sales Contract to the contrary, capacity charges payable by Big Rivers (or WKE/LEM as Big Rivers' assignee) for a Monthly Billing Period during each Contract Year commencing with the initial Contract Year beginning June 1, 2004 and ending with the expiration of the nineteenth (19th) Contract Year (i.e., a 20-year amortization) following such initial Contract Year, shall be adjusted so as to provide for each of the following:

- (i) in the event that the City's share of the Total Capacity of

Station Two as allocated pursuant to Section 3 of the Power Sales Contract for such Contract Year shall exceed its share of such Total Capacity for the Contract Year beginning June 1, 2004, a credit to Big Rivers (or WKE/LEM, as Big Rivers' assignee) in an amount equal to one-twelfth ($1/12^{\text{th}}$) (or such greater fraction as appropriate in the case of a Contract Year embracing fewer than 12 months) of the product obtained by multiplying the SCR Amortized Capital Cost per MW for such Contract Year, if any, by the number of MWs by which the City's share of the Total Capacity of Station Two for such Contract Year exceeds its share of the Total Capacity of Station Two for the Contract Year beginning June 1, 2004; and

- (ii) in the event the City's share of the Total Capacity of Station Two as allocated pursuant to Section 3 of the Power Sales Contract for such Contract Year shall be less than its share of such Total Capacity for the Contract Year beginning June 1, 2004, an additional payment by Big Rivers (or WKE/LEM, as Big Rivers' assignee) in an amount equal to one-twelfth ($1/12^{\text{th}}$) (or such greater fraction as appropriate in the case of a Contract Year embracing fewer than 12 months) of the product obtained by multiplying the SCR Amortized Capital Cost per MW for such Contract Year, if

any, by the number of MWs by which the City's share of the Total Capacity of Station Two for such Contract Year is less than its share of Total Capacity of Station Two for the Contract Year beginning June 1, 2004.

Section 304 The initial paragraph of Section 6.3 of the Power Sales Contract is amended to read as follows:

“6.3. The Total Capacity costs of Station Two for each Monthly Billing Period shall be the City's total cost resulting from the ownership, operation and maintenance of, and renewals and replacements to, Station Two, except that the cost of fuels and Reagents with respect to Station Two shall not be included as such capacity costs and such capacity costs shall not include any SCR Capital Costs or any Debt Service except Debt Service on Station Two Bonds (which as applicable have been consented to by WKE/LEM and/or Big Rivers as contemplated in the Construction and Operation Agreement, as amended by the 2005 Amendments to Contracts), if any. Such capacity costs shall include but are not limited to:

(a) In the event Station Two Bonds shall be Outstanding, Debt Service (as defined in the applicable Bond Ordinance with respect to such Station Two Bonds) for such Monthly Billing Period with respect to such Station Two Bonds.

(b) One-twelfth (1/12th) or such greater fraction as appropriate in the case of a Contract Year embracing fewer than 12 months) of all costs associated with the operation and maintenance of Station Two during such Contract Year, including, without limitation, Allocable SCR Costs and all other costs properly chargeable to FERC Accounts 408, 500, 502, 505, 506, 510, 511, 512, 513, 514 and 924, and fiscal agency costs and expenses allocable to Station Two.

(c) In the event Station Two Bonds shall be Outstanding, the amount, if any, which the City is required under the applicable Bond Ordinance with respect to such Station Two Bonds to pay during such Monthly Billing Period into (i) the Station Two Account (Station Two O. & M. Account) in the Operation and Maintenance Fund, if any, so as to restore any minimum balance required to be maintained therein, and (ii) the Station Two Account (Station Two R. & R. Account) in the Renewals and Replacements Fund, if any, so as to restore any minimum balance required to be maintained therein, but in each case only if the applicable Bond Ordinance requiring such funding amounts had been approved by Big Rivers (and, as applicable, by WKE/LEM);

(d) The amount, if any, required to be paid during such Monthly Billing Period by (i) the City and Big Rivers (or WKE/LEM, as Big Rivers' assignee) pursuant to Section 19.3(c) of the Power Sales Contract, (ii) the City and Big Rivers pursuant to Section 19.2 of the Power Sales Contract, and (iii) the City and WKE/LEM pursuant to Section 10.3(g) of the Station Two Agreement;

(e) Costs of renewals, replacements and additions (when such additions are agreed to by Big Rivers (or WKE/LEM, as Big Rivers' assignee)) which are not provided for through (i) proceeds of insurance, or (ii) funds available from proceeds of Station Two Bonds.

(f) One-twelfth (1/12) of all costs of administration and general expense for Station Two during such Contract Year, and including, but not limited to costs properly includible in FERC Accounts 920, 921, 923, 924, 925, 926, 928 and 930.

(g) Any amounts paid or payable to Big Rivers (or WKE/LEM as Big Rivers' assignee) for such Monthly Billing Period under terms of the Construction and Operation Agreement (except any delayed payment penalties as therein provided) not included in the foregoing.

(h) Any other costs associated with Station Two which are not included in paragraphs (a) through (g) hereof."

Section 305 Section 6.7 of the Power Sales Contract is amended to read as follows:

"6.7 Fuel and Reagent Requirements: Big Rivers (or WKE/LEM, as Big Rivers' assignee) and the City shall each provide, at its own cost, the full replacement of all fuels consumed from the Station Two fuel reserve for the production of electric energy used by it during each month. If at any time during the term of the Power

Sales Contract, the Station Two coal reserve shall fall below a full thirty (30) days' supply, then upon written demand by either party, both parties shall increase their respective monthly additions to the coal reserve by five per cent (5%) until the coal reserve is restored to the amount specified in such demand, not to exceed forty-five (45) days' supply for Station Two. Fuel consumption by each party will be determined on the basis of measured quantities, adjusted for heat content, and attributed to the parties on the basis of their respective uses of electric energy from Station Two during each month. Big Rivers (or WKE/LEM, as Big Rivers' assignee) and the City shall each provide, at its own cost, the full replacement of all Reagents consumed for its own use, which in the case of lime for the Station Two Flue Gas Desulfurization System shall be based on the tonnage of coal supplied by such party to produce the electric energy it takes from Station Two and the sulfur and BTU content of such coal."

Section 305A The Power Sales Contract is amended by adding a new Section 6.8 to read as follows:

"6.8 As an adjustment of payments otherwise due as provided in this Section 6 with respect to the SCR Catalyst Acquisition Costs of a Catalyst Layer, Big Rivers (or WKE/LEM, as Big Rivers' assignee) or the City, or both of such Parties, as applicable, shall make the Catalyst Refund Payment or Payments, if any, payable

with respect to a Catalyst Failure of such Catalyst Layer determined in accordance with the formula and related provisions set forth in Section IV and Section V of Exhibit E hereto, and, notwithstanding the provisions Sections 3, 6.1, 6.3 or 9.1 of the Power Sales Contract, each such Catalyst Refund Payment shall be due and payable within 60 days of the date of such determination pursuant to Exhibit E hereto.”

Section 305B The Power Sales Contract is amended by adding a new Section 6.9 to read as follows:

“6.9 The Parties agree that any proceeds received in connection with the sale or disposal of any catalyst layer (whether or not a “Catalyst Layer” as defined hereunder) permanently removed from the Station Two SCR System, shall be applied solely for the following: (i) to offset the SCR Catalyst Acquisition Costs for the relevant new Catalyst Layer (if any) as provided in the definition of “SCR Catalyst Acquisition Costs” (as added by the 2005 Amendments to Contracts), or (ii) if no new Catalyst Layer is then to be installed in place of such catalyst layer sold or disposed of, to defray the costs associated with the operation and maintenance of Station Two.”

Section 306 Section 9.1 of the Power Sales Contract is amended to read as follows:

“9.1. On or before the twentieth (20th) day of each calendar month during each Contract Year Big Rivers (or WKE/LEM, as Big Rivers’ assignee) shall pay to the City of Henderson Utility Commission in payment for its allocated Station Two capacity during the current Monthly Billing Period all capacity charges due from Big Rivers (or WKE/LEM, as Big Rivers’ assignee) for such Monthly Billing Period in accordance with Section 6 of the Power Sales Contract. Such payments shall be made on the basis of the Annual Budget in effect for the Contract Year that includes such Monthly Billing Period which, for purposes of calculating SCR Ammonia Costs and SCR Catalyst Acquisition Costs with respect to such Contract Year estimated for purposes of such Annual Budget to be allocated to Big Rivers (or WKE/LEM, as Big Rivers’ assignee) for such Monthly Billing Period in accordance with Section 6.2(a) and (b) of the Power Sales Contract, shall reflect the allocation of SCR Ammonia Costs and SCR Catalyst Acquisition Costs in accordance with the applicable formulae set forth in Exhibit D and Exhibit E hereto. Payments shall be deemed complete upon the posting thereof in the regular United States mail, properly addressed and affixed with postage or upon receipt by wire transfer by a bank designated by the City for such purpose.”

Section 307 Section 9.3 of the Power Sales Contract is amended to read as follows:

“9.3 Off-Setting Accounts: Big Rivers (or WKE/LEM, as Big Rivers’ assignee) shall have the right to off-set accounts payable under this Agreement by any payments due it under Section 13.6 of the Construction and Operation Agreement and thereupon shall pay to the City of Henderson Utility Commission any remaining balance of the off-set account. Off-setting of accounts shall be employed in determining any delayed payment charges as provided herein.”

Section 308 Section 9.4 of the Power Sales Contract is amended to read as follows:

“9.4 As quickly as is reasonably possible but in no event later than one hundred twenty (120) days after the end of each Contract Year Big Rivers (or WKE/LEM, as Big Rivers’ assignee) shall submit to the City a detailed statement of the actual capacity costs for all Monthly Billing Periods of such Contract Year, based on the annual audit of accounts provided for in Section 11 of the Power Sales Contract. If, on the basis of such statement, actual aggregate capacity costs for such Contract Year payable by Big Rivers (or WKE/LEM, as Big Rivers’ assignee) exceed the estimates thereof in the Annual Budget on the basis of which Big Rivers (or

WKE/LEM, as Big Rivers' assignee) has made payments, Big Rivers (or WKE/LEM, as Big Rivers' assignee) shall pay promptly to the City of Henderson Utility Commission the additional amount to which the City is entitled. If, on the basis of such statement, the actual aggregate capacity costs for such Contract Year payable by Big Rivers (or by WKE/LEM, as Big Rivers' assignee) are less than the estimates thereof in the Annual Budget on the basis of which Big Rivers (or WKE/LEM, as Big Rivers' assignee) has made payments, such excess shall be credited against Big Rivers'(or, WKE/LEM, as Big Rivers' assignee) next monthly payment or payments hereunder, or paid to Big Rivers (or to WKE/LEM, as Big Rivers' assignee) if no such payments are due from Big Rivers (or WKE/LEM, as Big Rivers' assignee).”

Section 309 Section 11.1 of the Power Sales Contract is amended to read as follows:

“11.1 There shall be an annual audit of the financial accounts of the City's Station Two by an independent certified public accountant or a firm of certified public accountants of recognized standing, selected by the City. Such audit shall be completed within 120 days after the close of each Contract Year and WKE and Big Rivers shall be entitled to receipt of copies of the annual audit report of such accountant or firm of accountants and the

accompanying financial statements within that 120-day period. Such financial statements, accounts and reports shall be held and maintained by the City in confidence (and the City shall require its auditors to hold and maintain the same in confidence) for a period of five (5) years from the date of receipt, unless the same shall come into the public domain through no fault of the City or its auditors, or unless disclosure thereof is required by applicable laws or regulations pertaining to the City or its auditors or any debt with respect to its municipal electric system or any Station Two Bonds or required for the exercise by the City of any of its rights or remedies under the Agreements or the Station Two Agreement.”

Section 310 Section 18.1 of the Power Sales Contract is amended to read as follows:

“18.1 In the event Station Two Bonds (as applicable, that have been consented to by Big Rivers and/or WKE/LEM as contemplated in the Power Sales Contract or the Construction and Operation Agreement) shall be at any time Outstanding, this Agreement shall be subject to the terms and provisions of the applicable Bond Ordinance. City and Big Rivers (and during the term of the Station Two Agreement, WKE and LEM) agree that they will not amend, modify or otherwise alter this Agreement in any manner that will impair or adversely affect the security afforded by the provisions of this Agreement to the holders of any

such Station Two Bonds, for the payment of principal, interest and premium, if any, thereon, so long as any of such Bonds are Outstanding and unpaid, or until provision is irrevocably made for the payment thereof.”

Section 311 Section 19.1 of the Power Sales Contract is hereby deleted in its entirety.

Section 312 Section 19.2 of the Power Sales Contract is hereby renumbered as Section 19.1 and amended to read as follows, provided that this Section 19.1 shall be and remain suspended as among the parties to the extent provided in and in accordance with Section 9.4(b)(1) and Section 10.3(g) of the Station Two Agreement:

“19.1 Big Rivers and the City agree as follows:

(a) Big Rivers shall remit and pay to the City by wire transfer, within two (2) business days following its receipt of a written request therefor from the City, immediately available funds in an amount not to exceed \$1,050,000 in the aggregate (the “Maximum Funding Limit”), for use by the City to fund one or more major renewals or replacements with respect to Station Two in order to keep Station Two in good operating condition (including without limitation, any such major renewals or replacements required to correct any unusual loss or damage with respect to Station Two). The City’s use of the funds contemplated above shall be limited to those situations where a sufficient budget was not previously established in the then current Annual Budget for Station Two, but then only to the extent that the expenditure for such renewal or replacement is required on an

expedited basis and in advance of the time by which the Parties could otherwise meet to separately budget and fund the expenditure. The City's written request for funds contemplated above shall include a description of the major renewals or replacements for which the funds are requested, the reason for their expenditure, the amount of funds so requested, the City's good faith estimate of the actual cost of the relevant renewals or replacements, and the bank account of the City to which the funds are to be wire transferred (with appropriate wiring instructions).

(b) The City shall be entitled from time to time, in its discretion, to submit multiple requests for funds from Big Rivers pursuant to this Section 19.1; provided, however, that the following additional conditions or limitations shall apply to the funding obligations of Big Rivers under this Section 19.1 for all purposes:

- (i) the maximum amount of funds that Big Rivers shall be obligated to remit and pay to the City pursuant to this Section 19.1 during any consecutive twelve (12) month period (for all renewals and replacements, collectively, to be funded as contemplated in this Section 19.1) shall not exceed the Maximum Funding Limit;
- (ii) the City may not request funds hereunder in increments of less than \$10,000;
- (iii) Big Rivers shall not be required to remit or pay funds to the

City hereunder in excess of that portion of the cost of the relevant renewals or replacements corresponding with the share of the Total Capacity from Station Two then allocated for use by Big Rivers pursuant to Section 3 of the Power Sales Contract, except that, in the case of a renewal or replacement the cost of which constitutes a SCR Catalyst Acquisition Costs, the portion of such cost shall correspond with the allocation of such SCR Catalyst Acquisition Costs to Big Rivers as provided in Section 6.2 of the Power Sales Contract,

- (iv) the City shall not request funds in excess of its good faith estimate of the cost of such renewals or replacements, and hereby agrees to promptly repay to Big Rivers any amounts funded by Big Rivers in excess of the actual cost thereof plus any interest earned on such amounts, and
- (v) the City shall also contemporaneously fund, out of its own resources, that portion of the cost of such renewals or replacements corresponding with the City's share of the Total Capacity of Station Two at that time reserved for the City pursuant to Section 3 of the Power Sales Contract (or, in the case of SCR Catalyst Acquisition Costs, corresponding with the City's share of such costs as contemplated in Section 6.2 of the Power Sales Contract).

Section 19.2 and amended to read as follows:

“19.2 Big Rivers and the City agree as follows:

- (a) Big Rivers shall continue the Big Rivers Station Two Operation and Maintenance Fund and shall have on deposit therein funds in the amount of \$400,000 (the “Big Rivers O&M Minimum Balance”). In the event an amount is withdrawn therefrom as hereinafter provided, Big Rivers agrees to make monthly leveled payments into the Big Rivers Station Two Operation and Maintenance Fund, so as to restore the Big Rivers O&M Minimum Balance within twelve months. All interest on such amounts shall be repaid to Big Rivers at the end of each calendar year, and all amounts in such Fund shall be paid to Big Rivers upon termination or expiration of the Power Sales Contract. Amounts from this Fund shall be withdrawn in accordance with Section 19.2(c) of this Power Sales Contract; and
- (b) The City shall continue the City Station Two Operation and Maintenance Fund and shall have on deposit therein funds in the amount of \$100,000 (the “City O&M Minimum Balance”). In the event an amount is withdrawn

therefrom as hereinafter provided, the City agrees to make monthly levelized payments into the City Station Two Operation and Maintenance Fund each month, so as to restore the City's O&M Minimum Balance within twelve months. All interest on such amounts shall be repaid to the City at the end of each calendar year, and all amounts in such Fund shall be paid to the City upon termination or expiration of the Power Sales Contract. Amounts from this Fund shall be withdrawn in accordance with Section 19.2(c) of the Power Sales Contract; and

- (c) All required expenditures for operation and maintenance not otherwise provided for, other than with respect to SCR Ammonia Costs and SCR Catalyst Acquisition Costs, shall be paid from the Big Rivers Station Two Operation and Maintenance Fund and the City Station Two Operation and Maintenance Fund, respectively, and such payments shall be made in the same ratio as the then effective allocation of Station Two capacity between Big Rivers and the City in accordance with Section 3 of the Power Sales Contract. Required expenditures for operation and maintenance constituting SCR Ammonia Costs and SCR Catalyst Acquisition Costs not otherwise

provided for shall be paid from the Big Rivers Station Two Operation and Maintenance Fund in an amount as provided in Section 6.2 of the Power Sales Contract for the allocation of SCR Ammonia Costs and SCR Catalyst Acquisition Costs to Big Rivers and the balance of such expenditures for SCR Ammonia Costs and SCR Catalyst Acquisition Costs shall be made from the City Station Two Operation and Maintenance Fund.

Big Rivers agrees that promptly following the expiration or termination of the Station Two Agreement and disbursement of amounts in the Big Rivers Station Two Operation and Maintenance Fund as provided in the Station Two Agreement, it will fund the Big Rivers Station Two Operation and Maintenance Fund to the same extent as would have initially been required of it under this Section 19.2 had such funding not been provided by WKE pursuant to Section 10.3(f) of the Station Two Agreement and Big Rivers agrees that it will comply thereafter with the provisions of this Section 19.2.”

Section 314 A new Section 21.4 is added to the Power Sales Contract to read as follows:

“21.4 Since the City’s Electric Light and Power Refunding

Revenue Bonds, Station Two Series, dated as of March 1, 1973, have been paid in accordance with their terms, the two county restriction provided for in the Internal Revenue Service Letter Ruling, dated January 26, 1971, shall no longer be applicable with respect to the operation of the Henderson-Daviess System and the City Electric System referred to in Section 21.1 above (or to the capacity or energy generated by Station Two), and, accordingly, the parties to the Power Sales Contract agree that the provisions of Section 21.1, 21.2 and 21.3 of this Power Sales Contract will no longer be applicable or have any force or effect with respect to the capacity and energy generated after the date of payment of such Bonds by Station Two or the City's Station One Power Plant.”

IV. BIG RIVERS ASSIGNMENT

Section 401 Section 37.1 of the Construction and Operation Agreement, Section 24.1 of the Power Sales Contract and Section 15.1 of the Joint Facilities Agreement are each amended by adding the following:

“Notwithstanding anything to the contrary contained in this Agreement or the other Agreements (as hereinafter defined) or the Station Two Agreement, in addition to the assignment of such Agreements by Big Rivers to the United States of America, Big Rivers may assign its rights and interests under the Agreements, including this Agreement, and the Station Two Agreement as security for, and may grant a security interest herein and therein

pursuant to the Mortgages (as hereinafter defined) as security for, any and all of its obligations to the other mortgagees or secured parties specifically identified in the Mortgages as being secured thereby; provided that in exercising any of its rights or remedies arising out of such assignment of rights and interests as security, no such mortgagee or secured party (other than WKE, LEM or Western Kentucky Energy Corp., or their respective successors or permitted assigns under Section 15 of the Station Two Agreement or under this Agreement or the other Agreements, in the exercise of any rights that they may have under or pursuant to any Agreement, the Station Two Agreement or any other "Operative Document" (as defined in the Station Two Agreement)), shall itself have the right to occupy, operate or maintain Station Two or exercise any other right, remedy or interest so assigned, pledged or granted as aforesaid, unless it shall meet the requirements set forth in clauses (i) to (iii), inclusive, below, as if it were a transferee or assignee as provided therein (the aforementioned limitation not to be deemed to limit any foreclosure of the mortgage liens and security interests so long as upon foreclosure the transferee or assignee of such rights and interests, whether or not including the mortgagee or secured party, shall meet the requirements set forth in clauses (i) to (iii), inclusive); and each such mortgagee or secured party may transfer or assign the rights and interest(s) so

assigned, pledged or granted as security pursuant to a sale in foreclosure of the lien of any of the Mortgages, or a sale in lieu of a foreclosure of the lien of any of the Mortgages (or the exercise of power of sale); provided that, except in the case of WKE, LEM and Western Kentucky Energy Corp., and their respective successors or permitted assigns under Section 15 of the Station Two Agreement or under this Agreement or the other Agreements, in the exercise of any rights that they may have under or pursuant to any Agreement, the Station Two Agreement or any other "Operative Document" (as defined in the Station Two Agreement),

(i) the transferee or assignee shall be an electric utility, combination electric and gas utility or an Affiliate thereof (as hereinafter defined) and shall assume all of the duties and obligations of Big Rivers under the Agreements and the Station Two Agreement, including, without limitation, all other agreements that relate to the interest being transferred or assigned,

(ii) such transferee or assignee that undertakes such duties and obligations of Big Rivers as aforesaid is authorized by all appropriate regulatory authorities and under applicable law to fulfill such duties and obligations, and (iii) such transferee or assignee is approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed, and in its consideration of such approval it is understood that the City may

take into account, among other relevant matters, the experience and reputation of such transferee or assignee in operating and maintaining coal-fired electric generating facilities similar to Station Two, the creditworthiness of such transferee or assignee and whether the business or interest of such transferee or assignee (or its Affiliate) is in conflict with the interest of the City. For purposes of this Section the following terms as used in this Section shall be defined as follows:

(1) The term "Mortgages" shall mean (i) the Restated Mortgage and Security Agreement, dated as of July 15, 1998, among Big Rivers, as mortgagor, and the United States of America acting through the Rural Utilities Service, Ambac Assurance Corporation and the National Rural Utilities Cooperative Finance Corporation (together, the "Original Mortgagees"), recorded in Mortgage Book 559, page 1, Office of the Henderson County Court Clerk, (ii) the Supplemental Mortgage and Security Agreement dated as of April 1, 2000, among the Big Rivers, as Mortgagor, and the Original Mortgagees, PBR-1 Statutory Trust, PBR-2 Statutory Trust, PBR-3 Statutory Trust, FBR-1 Statutory Trust, FBR-2 Statutory Trust and Ambac Credit Products, LLC (together, the "Supplemental Mortgage Mortgagees"), recorded in Mortgage Book 621, page 285, Office of the Henderson County Court Clerk, (iii) the Second Restated Mortgage and Security

Agreement among Big Rivers, as mortgagor, and the Supplemental Mortgage Mortgagees and Credit Suisse First Boston, acting by and through its New York Branch (together, the “Second Restated Mortgage Mortgagees”), recorded in Mortgage Book 647, page 125, Office of the Henderson County Court Clerk, (iv) the Third Restated Mortgage and Security Agreement, dated as of August 1, 2001, among Big Rivers, as mortgagor, and the Second Restated Mortgage Mortgagees and U.S. Bank National Association, as Trustee, recorded in Mortgage Book 679, page 1, Office of the Henderson County Court Clerk, as amended by the First Amendment to Third Restated Mortgage and Security Agreement dated as of July 15, 2003, recorded in Mortgage Book 812, page 599, Office of the Henderson County Court Clerk, (v) the Mortgage and Security Agreement (LEM Mortgage), dated as of July 15, 1998, among Big Rivers, LG&E Energy Marketing Inc., Western Kentucky Energy Corp., LG&E Station Two Inc., and WKE Corp. recorded in Mortgage Book 559, page 199, Office of the Henderson County Court Clerk, as amended by the First Amendment to Mortgage and Security Agreement (LEM Mortgage) dated as of August 22, 2002, recorded in Mortgage Book 749, page 805, Office of the Henderson County Court Clerk, (vi) the Mortgage and Security Agreement, dated as of July 15, 1998, among Big Rivers, Western Kentucky Energy Corp., LG&E

Energy Marketing Inc., WKE Station Two Inc., and WKE Corp. recorded in Mortgage Book 559, page 123, Office of the Henderson County Court Clerk, (vii) the Subordinated Mortgage and Security Agreement, dated as of April 1, 2000, among Big Rivers, PBR-1 Statutory Trust, PBR-2 Statutory Trust, PBR-3 Statutory Trust, FBR-1 Statutory Trust, FBR-2 Statutory Trust, PBR-1 OP Statutory Trust, PBR-2 OP Statutory Trust, PBR-3 OP Statutory Trust, FBR-1 OP Statutory Trust, FBR-2 OP Statutory Trust, Ambac Credit Products, LLC, AME Investments, LLC, Cobank, ACB, Bluegrass Leasing, Fleet Real Estate, Inc., AME Asset Funding, LLC, and Ambac Assurance Corporation, recorded in Mortgage Book 621, page 328, Office of the Henderson County Court Clerk, and (viii) any instrument or instruments that replace or are substituted for any of the foregoing instruments, in the case of (i) through (viii) above, as the same may be further amended or supplemented from time to time.

(2) The term “Agreements” shall mean the Construction and Operation Agreement, the Power Sales Contract and the Joint Facilities Agreement, in each case as amended and supplemented from time to time.

(3) The term “Affiliate” of any designated entity shall mean any entity that has a relationship with the designated entity whereby either of such entities directly or indirectly controls, is

controlled by, or is under common control with the other. For this purpose, the term "control" means the power, direct or indirect, of one entity to direct or cause the direction of the management or policies of another, whether by contract, through voting securities or otherwise.

V. CONSENT AND AGREEMENT

Section 501 WKE and LEM, as assignees of certain of the rights, title and interests of Big Rivers under the Agreements and pursuant to their respective assumptions of certain of the obligations of Big Rivers under the Agreements, all pursuant to the Station Two Agreement and the Assignment and Assumption Agreement, hereby consent and agree to the amendments to the Agreements contained in the 2005 Amendments to Contracts (subject to the conditions and limitations set forth in the 2005 Amendments to Contracts), and the Parties agree that under and pursuant to the Station Two Agreement and the Assignment and Assumption Agreement, WKE and LEM shall, as such assignees, be entitled (whether or not so specified in the Agreements and the 2005 Amendments to Contracts) as aforesaid, to all the rights, title and interests of Big Rivers under the 2005 Amendments to Contracts and shall be bound (whether or not so specified in the Agreements and the 2005 Amendments to Contracts) to perform such obligations of Big Rivers under the 2005 Amendments to Contracts (other than Big Rivers' obligation pursuant to Section 201 or Section 401 thereof) that are assumed by WKE and LEM pursuant to the Station Two Agreement and the Assignment and Assumption Agreement and arise or otherwise exist during the term of the Station Two Agreement (except as otherwise provided, and subject to the limitations in the

Station Two Agreement), as well as bound by their respective obligations as Parties hereunder.

VI. REQUIRED APPROVALS; EFFECTIVE DATE; REPRESENTATIONS AND ACKNOWLEDGEMENTS; TERMINATION OF INTERIM AGREEMENTS; MISCELLANEOUS

Section 601 The Parties agree that:

(a) Each Party shall use its commercially reasonable efforts to cooperate with the other Parties to obtain at the earliest practicable time all governmental regulatory approvals and any creditors' consents and approvals required for the Parties' respective execution, delivery and performance of the 2005 Amendments to Contracts, the Amendatory Station Two Agreement, the Guarantor's Consent and Acknowledgment, the Big Rivers' Creditors' Subordination Agreement and the Big Rivers' Easement, and each Party shall otherwise use its commercially reasonable efforts to satisfy for its part the conditions of the effectiveness of all provisions of the 2005 Amendments to Contracts applicable to it or for which it is responsible as set forth in subsection (b) of this Section 601.

(b) Upon the execution and delivery of the 2005 Amendments to Contracts by the Parties this Section 601 shall become effective and, notwithstanding anything to the contrary set forth elsewhere herein, all other provisions of the 2005 Amendments to Contracts shall become effective only upon the date (based as to clauses (i), (ii) and (iii) below on certifications by the Parties as set forth in clause (iv) below) of the last of the following to occur:

(i) each Party shall have received all regulatory and other approvals, consents and authorizations required or necessary (A) for the effectiveness of all the provisions of the 2005 Amendments to Contracts with respect to all Parties thereto and the performance by the Parties of their respective duties and obligations hereunder, and for all the provisions of the 2005 Amendments to Contracts to become the legal obligation of all Parties thereto, (B) for the effectiveness of the Amendatory Station Two Agreement as to all parties thereto and the performance by all such parties of their respective duties and obligations thereunder, and for the Amendatory Station Two Agreement to become the legal and binding obligation of all parties thereto; (C) for the execution and delivery by all relevant parties of the Big Rivers' Easement and the Big Rivers' Creditors Subordination Agreement and the performance by such parties of their respective duties and obligations thereunder, and for the Big Rivers Easement and the Big Rivers Creditors' Subordination Agreement to become the legal obligation of all such parties, including in the case of subclauses (A) through (C) above, without limitation, any approvals, consents or authorizations that may be required from the Kentucky Public Service Commission, the Rural Utilities Service or any other creditor of Big Rivers that may hold one or more security interests in Big Rivers' interests in the Agreements or the

real property that is the subject of the Big Rivers' Easement;

(ii) the Amendatory Station Two Agreement, the Big Rivers Easement and the Big Rivers' Creditors' Subordination Agreement shall have been executed and delivered by the respective parties thereto and all the provisions thereof shall, either before or contemporaneous with all provisions of the 2005 Amendments to Contracts, have become effective and binding on such parties; and

(iii) LG&E Energy LLC shall have executed and delivered the Guarantor's Consent and Acknowledgement and received all regulatory and other approvals, consents and authorizations required therefor.

(iv) Each Party shall have furnished to the other Parties a written certificate to the effect that for its part each of the conditions set forth in clauses (i), (ii) and (iii) above, has been satisfied.

(v) The Parties shall have delivered each to the other, such opinions of counsel and other documentation in customary form and substance relating to the 2005 Amendments to Contracts and the other agreements referred to in this subsection (b) reasonably evidencing the due authorization, execution and delivery thereof the binding effect and enforceability thereof, the receipt of all required regulatory, creditor and other approvals thereof and

consents thereto and such other matters as reasonably requested by any Party;

(c) In the event that all the provisions of the 2005 Amendments to Contracts shall not become fully effective as to all Parties in accordance with subsection (b) of this Section 601 on or prior to December 31, 2005 (or such later date as shall be agreed to by the Parties), the 2005 Amendments to Contracts shall forthwith terminate and shall no longer have any force or effect (except for a Party's obligations for a breach or default under this Section 601 occurring prior to such termination, which obligations shall survive such termination), provided, however, if prior to December 31, 2005, the Station Two Agreement shall terminate, the 2005 Amendments to Contracts shall terminate only as to WKE and LEM and in that event this Section 601 shall continue in effect as to Big Rivers and the City;

(d) Notwithstanding anything to the contrary set forth elsewhere in the 2005 Amendments to Contracts, upon the effectiveness of all the provisions of the 2005 Amendments to Contracts as contemplated above, the 2005 Amendments to Contracts shall be deemed to have retroactive effectiveness to June 1, 2004 as among the Parties hereto.

Section 602 As of the date on which all of the provisions of the 2005 Amendments to Contracts shall be fully effective, each Party represents and warrants to each of the other Parties that:

(a) Such Party is duly organized and validly existing under applicable law and

has full power and authority to conduct its business as presently conducted, and to execute, deliver and perform the 2005 Amendments to Contracts.

(b) The execution, delivery and performance of the 2005 Amendments to Contracts have been duly authorized by all necessary action on the part of such Party and do not require approval or consent of, or notice to, any creditor or any trustee or holder of any indebtedness or other obligations of such Party or any indebtedness entitled to any security interest in any property, rights or interests of such Party, other than such approvals, consents and other action as have been duly obtained or taken.

(c) Neither the execution, delivery or performance by such Party of the 2005 Amendments to Contracts, nor the consummation by such Party of the transactions contemplated thereby, will conflict with or result in any violation of or constitute a default under any terms of any material agreement, mortgage, contract, indenture, lease or other instrument, or any applicable law, by which such Party or its properties or assets are bound.

(d) The execution, delivery or performance by such Party of any provision of the 2005 Amendments to Contracts, do not require the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any government authority or agency, including any judicial body, other than such consents, approvals, notices, registration or other action which have been duly obtained, given, sent or taken.

(e) These 2005 Amendments to Contracts have been duly executed and delivered by such Party and constitute the legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, except as such enforcement may be

limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law.

(f) There are no pending or to the actual knowledge of such Party, threatened actions or proceedings by or before any court or administrative agency that, either individually or in the aggregate, are reasonably likely materially and adversely to affect the ability of such Party to perform its obligations under these 2005 Amendments to Contracts.

Section 603 Each of the Parties acknowledges that WKE and the City have heretofore funded SCR Capital Costs and other costs of the Station Two SCR System, as well as SCR Ammonia Costs, and have otherwise performed certain obligations and undertaken certain activities with respect to the Station Two SCR System or the design, acquisition, construction, installation, start-up and testing thereof, in each case pursuant to the Interim Funding Agreement, and the Parties hereby agree that provision of such funding, the performance of such obligations and the undertaking of such activities shall be deemed to have been authorized, undertaken and accomplished consistent and in accordance with the Parties' respective obligations under the provisions of the Agreements (as amended hereby) and the Station Two Agreement. The acknowledgements and agreements of the Parties pursuant to this Section 603 shall apply with respect to all such fundings, performance and undertaking through the effective date of all provisions of the 2005 Amendments to Contracts.

Section 604 The Parties agree that upon all provisions of these 2005 Amendments to Contracts becoming fully effective as provided in Section 601, any amounts

remaining in the Interim SCR Account held by the City under the Interim Funding Agreement shall be paid into the SCR Account established under the Construction and Operation Agreement; and the Interim Funding Agreement and the Interim SCR Account shall each terminate in accordance with their respective terms. To the extent a Party has funded a share of SCR Capital Costs prior to all provisions of the 2005 Amendments to Contracts becoming fully effective that is greater than or less than the share of such costs required to be funded by that Party in accordance with the 2005 Amendments to Contracts (including without limitation, any SCR Capital Costs funded by the City, WKE or LEM pursuant to the Interim Funding Agreement), the other relevant Party or Parties agree to promptly reimburse that Party (in the case of an over funding), or that Party agrees to promptly reimburse the other relevant Party or Parties (in the case of an under funding), in each case, in an amount necessary to reflect the Parties' respective funding obligations for SCR Capital Costs under the 2005 Amendments to Contracts, without set-off, deduction or counterclaim. As used in the Interim Funding Agreement, references to the 2002 Amendments to Contracts shall mean the 2005 Amendments to Contracts. The Parties agree that notwithstanding the provisions of Section 8 of the Interim Funding Agreement to the contrary, neither Western Kentucky Energy Corp. nor WKE Corp. are required to be parties to the 2005 Amendments to Contracts as a condition to the Interim Funding Agreement becoming immediately null and void as contemplated in that Section 8.

Section 605 Except as amended by the 2005 Amendments to Contracts, each of the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed the 2005 Amendments to Contracts in multiple counterparts as of the date first written above.

ATTEST:

Maree Collins
Acting City Clerk
(City Seal)

City of Henderson, Kentucky
By: *[Signature]*
Title: Mayor

ATTEST:

Mark S. Lynn
Secretary

City of Henderson Utility Commission
By: *William L. Smith*
Title: Chairman

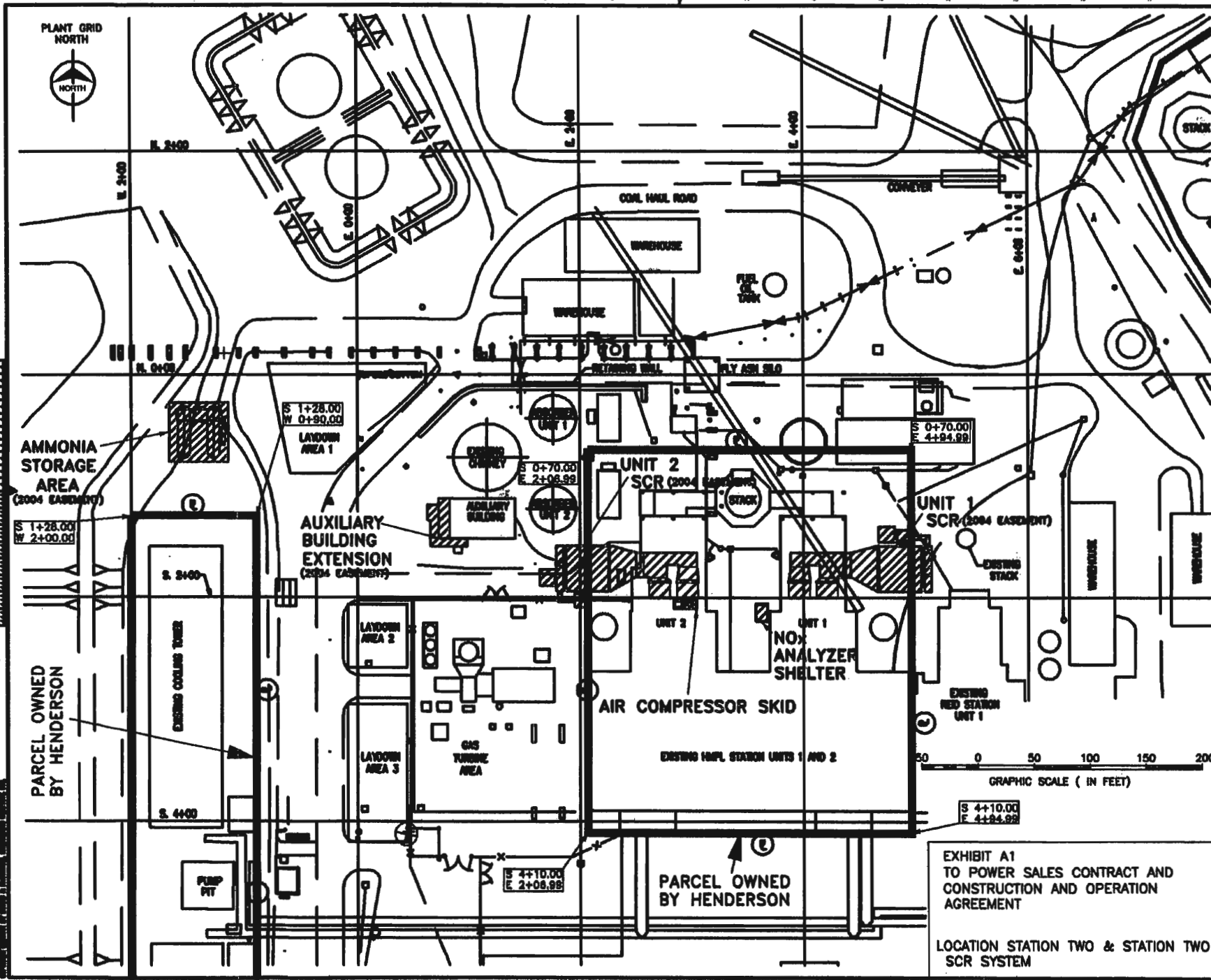
WKE Station Two, Inc.
By: *Ralph Bowler*
Title: Vice President

LG&E Energy Marketing Inc.
By: *[Signature]*
Title: President

Big Rivers Electric Corporation
By: *[Signature]*
Title: President

EXHIBIT A1
to the Power Sales Contract and the
Construction and Operation Agreement

LOCATION OF STATION TWO AND STATION TWO SCR SYSTEM



NO.	DATE	BY	REVISION
1	11/11/09	W. H. HARRIS	ISSUED FOR PERMITTING
2	01/20/10	W. H. HARRIS	REVISED PER COMMENTS
3	02/02/10	W. H. HARRIS	REVISED PER COMMENTS
4	02/02/10	W. H. HARRIS	REVISED PER COMMENTS
5	02/02/10	W. H. HARRIS	REVISED PER COMMENTS
6	02/02/10	W. H. HARRIS	REVISED PER COMMENTS
7	02/02/10	W. H. HARRIS	REVISED PER COMMENTS
8	02/02/10	W. H. HARRIS	REVISED PER COMMENTS
9	02/02/10	W. H. HARRIS	REVISED PER COMMENTS
10	02/02/10	W. H. HARRIS	REVISED PER COMMENTS

BRANSON SURVEYS, INC. 2000 S. HARRIS, WY 82201			
NO.	DATE	BY	REVISION
1	11/11/09	W. H. HARRIS	ISSUED FOR PERMITTING
2	01/20/10	W. H. HARRIS	REVISED PER COMMENTS
3	02/02/10	W. H. HARRIS	REVISED PER COMMENTS

CITY OF HENDERSON PARCELS PLOTTED BY BRANSON SURVEYS, INC. NO IMPROVEMENTS WERE LOCATED BY THE SURVEYOR

DATE	BY	REVISION
11/11/09	W. H. HARRIS	ISSUED FOR PERMITTING
01/20/10	W. H. HARRIS	REVISED PER COMMENTS
02/02/10	W. H. HARRIS	REVISED PER COMMENTS

BRANSON SURVEYS, INC.
 HENDERSON STATION TWO DATA IS RELATIVE QUANTITY REDUCTION

RELAYOUT

GA-01 - D

EXHIBIT A2
to the Power Sales Contract and the
Construction and Operation Agreement

STATION TWO SCR SYSTEM BASE COAL SPECIFICATIONS

Ultimate Analysis – Weight % as received except as noted:

	Design	Range
% Carbon	61.0	60.0 – 65.0
Hydrogen	4.2	3.5 – 5.0
% Nitrogen	1.3	1.1 – 1.5
% Chlorine	0.10	0.03 – 0.25
% Sulfur	3.6	2.5 – 4.0
% Oxygen	7.8	N/A
% Moisture	9.0	7.0 – 12.0
% Ash	13.0	5.0 – 22.0
BTU	11,200	10,800 – 12,000
SO ₂ (in lbs per mmBTU)	6.27	4.0 – 7.0

Coal Ash Analysis – Weight % as received except as noted:

	Design	Range
Silica, SiO ₂	45.6	43.1 – 51.0
Ferric Oxide, Fe ₂ O ₃	20.0	15.0 – 28.3
Alumina, Al ₂ O ₃	21.9	18.5 – 23.7
Titania, TiO ₂	1.0	0.4 – 1.93
Calcium Oxide, CaO	2.6	1.6 – 5.2
Magnesium Oxide, MgO	3.8	0.6 – 4.5
Potassium Oxide, K ₂ O	2.5	0.8 – 3.0
Sodium Oxide, Na ₂ O	0.6	0.3 – 0.9
Undetermined		remainder

Trace Elements (dry basis g/g)

	Design	Range
Arsenic, As	10	2 - 30
Vanadium, V	86	50 - 200

EXHIBIT B
to the Power Sales Contract and the
Construction and Operation Agreement

COMPONENTS OF STATION TWO SCR SYSTEM

SCR SYSTEM

The SCR system for each of the units is located between the boiler economizer outlet and the air heater inlet. The catalyst modules are located in one vertical down flow reactor for each boiler. The SCR reactors are of an outdoors design.

During periods of operation, flue gas from the boilers after the economizer sections will pass through the SCR and then through the air heaters. When the SCR is not in service, the flue gas will by-pass the SCR system. The ammonia injection system will use anhydrous ammonia from a storage facility. Two layers of catalyst will be employed initially to attain required performance. A third layer will be added, when necessary after the guarantee period, to maintain continued performance.

Ammonia System

The purpose of the ammonia injection system is to ensure that there is a correct amount of ammonia and an even distribution of NH_3/NO_x ratio at the first catalyst layer. The ammonia injection process involves moving the liquid anhydrous ammonia from the storage tanks to the vaporizer skid, where it is vaporized, and then moved to the reactor area where it is mixed with heated dilution air. The ammonia air mixture is then injected into the flue gas duct ahead of the SCR reactor through a specially designed injection grid.

SCR, Ductwork and Support System:

Pile Foundations

Grade Beams

Slabs on Grade

Equipment Pads

SCR and Ductwork Support Steel

Access Platforms and Stairs to Grade

2 SCR Reactor Vessels

SCR Inlet and Outlet Ductwork

SCR and Ductwork Insulation and Lagging

Ductwork Expansion Joints

SCR and Ductwork Access Doors

Pipe Supports

Buildings and Enclosures:

Electrical Building Extension

NOx Analyzer Shelter

2 Dilution Air Fan Skid Enclosures

Mechanical Equipment, SCR System:

4 Diverter Dampers

6 Diverter Damper Seal Air Fans

6 Damper Seal Air Fan Intake Silencers

2 Seal Air Heaters

SCR Catalyst Modules

Catalyst Handling Equipment; Carts, Air Powered Hoists, and Crane Beams

16 Sonic Air Horns

2 Air Filters

2 Air Compressors

1 Regenerative Air Dryer Skid

1 Air Receiver

6 Ash Hoppers

6 Hopper Ash Handling Valves

Mechanical Equipment, Ammonia System:

2 Ammonia Storage Tanks

2 Ammonia Leak Detection System

3 Ammonia Vaporizers

4 Dilution Air Fans

4 Dilution Air Intake Silencers

4 Dilution Air Heaters

1 Mixing Chamber

2 Air Filters

Ammonia Piping

2 Ammonia Injection Grids and Associated Nozzles, etc.

3 Ammonia Area Eye Wash Stations

Nitrogen Bottles for Purging

Electrical Equipment:

2 SCR Control Systems

2 Motor Control Centers

2 Gas Analyzers & Monitoring System

Air Preheater Refurbishment

Air Heater Baskets

4 Air Heater Rotors

Seals and Stay Plates

Multi-media Cleaning System

1 Air Heater Water Wash Skid

EXHIBIT C
to the Construction and
Operation Agreement

EXAMPLE OF CALCULATION FOR
ALLOCATION OF ALLOTTED ALLOWANCES

	A	B	C	D
1	ALLOCATION OF STATION TWO ALLOTTED ALLOWANCES *			
2	<i>DATA ENTRY (SHOWN WITH EXAMPLE VALUES)</i>			
3		"Station Two Allotted Allowances" (e.g. 750 allowances)	750	
4		"City Capacity Reservation" (e.g. 95 MWnet)	95	
5		Actual Net Station Two Generation (e.g. 890,000 MWhrs)	890,000	
6		Total Number of Hours in NOx Season (e.g. 3,672)	3,672	
7		"City Actual Load Factor" (e.g. 80%)	0.80	
8		"Station Two Stack NOx Emissions" at % Actual SCR NOx Removal (e.g. 88%)	330	
9		"Station Two SCR Inlet NOx Tons" (e.g. 2,750 tons)	2,750	
10		Station Two Allocated Allowances	330	
11		SCR Design NOx Removal (Fixed at 90.0%)	0.90	
12		"Station One Unit 6 Stack NOx Emissions" (e.g. 66 tons)	66	
13		"Station One Unit 6 Allotted Allowances" (e.g. 31 allowances)	31	
14	<i>REFERENCE CALCULATIONS</i>			
15		City's "Average Station Two Capacity Share"	30.45%	C4/312
16	<i>CITY'S EXCESS ALLOWANCES (APPLIES ONLY IF CITY ACTUAL LOAD FACTOR LESS THAN 85%)</i>			
17		Actual Net Station Two Generation (e.g. 890,000 MWhrs)	890,000	=C5
18		City Reduction-Generation Amount (MWhrs)	17,442	.85 *(C15*312*C8)/(0.85-C7)/0.85)
19		Station Two Stack NOx Emissions applying SCR Design NOx Removal	275	C9*(1-C11)
20		Station Two Allocated Allowances if SCR Design NOx Removal Applied to Stack Emissions	275	=C19 **
21		Station Two NOx Allowances associated with City Reduction Generation Amount	5	(C20/C5)*C18
22		Calculation Value/Formula Step	5	IF(C3-C8>C21,C21,C3-C8)
23		Calculation Value/Formula Step	5	IF(C22<0,0,C22)
24		"City Excess Allowances"	5	IF(C7<0.85,C23,0)
25	<i>CALCULATION OF STATION TWO ALLOTTED ALLOWANCES ALLOCATED TO STATION ONE UNIT 6</i>			
26		Calculation Value/Formula Step	35	IF(C12-C13>0,C12-C13,0)
27		Calculation Value / Formula Step	35	IF(C3-C8-C24>C26,C26,C3-C8-C24)
28		Calculation Value/Formula Step	35	IF(C3-C8-C24<0,0,C27)
29		Station Two Allotted Allowances Allocated to Station One Unit 6 (not to exceed 40 or be less than 0)	35	IF(C28>40,40,C28)
30	<i>ALLOWANCES ALLOCATED TO WKE/BREC</i>			
31		Balance of Station Two Allotted Allowances to WKE/BREC less 40 Station Two Allotted Allowances potentially available for use at Station One Unit 6	375	IF(C3-C8-C24-C29-C32<0,0,C3-C8-C24-C29-C32)
32		Portion of 40 Potentially Available Station Two Allotted Allowances Not Allocated to Station One Unit 6	5	40-C29
33		Balance of Station Two Allotted Allowances to WKE/BREC	380	IF(C3-C8-C24-C29<0,0,C3-C8-C24-C29)
34	<i>SUMMARY OF ALLOWANCE DISTRIBUTION</i>			
35		"Station Two Allotted Allowances"	750	=C3
36		"Station Two Allocated Allowances" (not to exceed amount of Station Two Allotted Allowances)	330	IF(C8>C3,C3,C8)
37		"City Excess Allowances"	5	=C24
38		Station Two Allotted Allowances Allocated to Station One Unit 6 (not to exceed 40 or be less than 0)	35	=C29
39		Balance of Station Two Allotted Allowances to WKE/BREC	380	=C33
40				
41	*All values and calculations pertain to a NOx Season and reflect existing Federal and Kentucky NOx Regulations under which one allowance equals one ton of NOx			
42				
43	**Line C20 must be reflected as a number carried to at least ten decimal places			

SCR AMMONIA COST SHARE

I. DEFINITIONS

In addition to the terms used in this Exhibit that are defined in Section 2 of the Power Sales Contract, capitalized terms used in this Exhibit shall have the meanings set forth in Section VI of this Exhibit.

II. SCR AMMONIA COST ALLOCATION FORMULA

The SCR Ammonia Costs allocated to Big Rivers (or WKE/LEM, as Big Rivers' assignee) pursuant to Section 6.2(a) of the Power Sales Contract for a particular Monthly Billing Period shall be determined, subject to adjustment as provided in Sections IV and V of this Exhibit, as follows:

$$AC = [C \times \frac{G}{TG}] \times MB$$

Where:

AC = The amount of SCR Ammonia Costs allocated to Big Rivers (or WKE/LEM, as Big Rivers' assignee) for such Monthly Billing Period

C = The total amount of SCR Ammonia Costs for the Contract Year that includes such Monthly Billing Period.

G = The Actual Station Two Generation Share of Big Rivers (or

WKE/LEM, as Big Rivers' assignee) for the NOx Season or portions of the NOx Seasons within the Contract Year that includes such Monthly Billing Period

TG = The Actual Net Station Two Generation for the NOx Season or portions of the NOx Seasons within the Contract Year that includes such Monthly Billing Period

MB = 1/12, or in the case where the Contract Year that includes such Monthly Billing Period embraces fewer than 12 months, a greater fraction the numerator of which is 1 and the denominator of which is the number of months in such Contract Year.

III. MONITORING OPERATING PERFORMANCE

Monitoring of the operating performance of the Station Two SCR System by Big Rivers (or WKE as Big Rivers' assignee) under the Construction and Operation Agreement, shall include the following:

- (A) Boiler Efficiency
- (B) Performance under vendor warranties:
 - (i) Operation of NOx duct inlet and outlet monitors
 - (ii) Actual NOx removal
 - (iii) Actual ammonia consumption and ammonia slip
- (C) NOx burner performance
- (D) Unit turndown

IV. **Two Year Revisit of SCR Ammonia Cost Allocation Formula**

Within 60 days following the end of the 2005 NOx Season (September 30, 2005), the Parties shall revisit the SCR Ammonia Cost Allocation Formula for the purpose of determining whether there is to be an adjustment of the SCR Ammonia Cost Allocation Formula as follows:

(A) Selection of an SCR Ammonia Consultant (that may be an affiliate of a Party) by agreement of all the Parties to advise and assist the Parties in making such determination.

(B) Review of data derived from the monitoring of operating performance under Section III of this Exhibit.

(C) Consideration of whether a Correction Factor is needed to adjust the SCR Ammonia Cost Allocation Formula in light of the operating performance data.

(D) Determination by agreement of all the Parties of whether (and the extent to which) (i) the SCR Ammonia Cost Allocation Formula shall be adjusted by a Correction Factor approved by all the Parties; or (ii) the SCR Ammonia Cost Allocation Formula shall continue without adjustment.

(E) If the Parties are not able to agree as set forth in (D) above within 60 days following the end of the 2005 NOx Season, then at the request of any Party made within ten days thereafter, there shall be an Ammonia Dispute Resolution Procedure to commence 20 days after the date of such request for the purpose of determining whether or not the SCR Ammonia Cost Allocation Formula shall be adjusted, and if so, a determination as to the Correction Factor for the adjustment. The Parties shall be bound by the determinations made pursuant to the Ammonia Dispute Resolution Procedure.

(F) If a Correction Factor shall be determined pursuant to (D) or (E) above, this

Exhibit shall be revised to reflect the adjustment of the Ammonia Cost Allocation Formula by such Correction Factor.

(G) The costs of the Ammonia Dispute Resolution Procedure shall be treated as capacity costs of Station Two and constitute general and administrative expenses thereof under Section 6.3 of the Power Sales Contract.

V. **Other Adjustments of SCR Ammonia Cost Allocation Formula**

Based on a review by the Parties of the data developed from the monitoring of operating performance pursuant to Section III of this Exhibit, the SCR Ammonia Cost Allocation Formula may be adjusted at any time by a Correction Factor approved by all the Parties, and this Exhibit shall be revised to reflect the adjustment of the SCR Ammonia Cost Allocation Formula by such Correction Factor.

VI. **Certain Definitions**

Certain terms used in this Exhibit are defined as follows:

“**Ammonia Dispute Resolution Procedure**” shall mean, with respect to a determination pursuant to this Exhibit as to whether or not the SCR Ammonia Allocation formula shall be adjusted by a Correction Factor, the following procedures and actions:

(i) The appointment of members of a committee (the “Dispute Resolution Committee”) consisting of three SCR Consultants. One SCR Consultant shall be appointed by Big Rivers (or WKE/LEM, as Big Rivers’ assignee) and one appointed by the City, and each of such SCR Consultants may be affiliated with the Party that appointed it. Each such Party shall notify the other as to the identity of its appointee within 15 days of the commencement of the Ammonia Dispute Resolution Procedure. The third SCR Consultant shall be appointed by the

two SCR Consultants appointed by the Parties as above provided, which appointment shall be made within 30 days from the commencement of the Ammonia Dispute Resolution Procedure. The third SCR Consultant shall not be affiliated with any Party and shall be the Chair of the Dispute Resolution Committee:

(ii) The Dispute Resolution Committee shall be furnished by Big Rivers (or WKE as Big Rivers' assignee) with the monitoring data obtained pursuant to Section III of this Exhibit and upon request of any member, the Dispute Resolution Committee shall be furnished by a Party with other available information in that Party's possession or control relating to this Exhibit or the Station Two SCR System.

(iii) Both Big Rivers (or WKE/LEM, as Big Rivers' assignee) and the City shall furnish to the Dispute Resolution Committee statements as to their respective positions with respect to the determination in dispute, together with such other information that such Party deems relevant. Each such Party may be assisted by an advisor and by counsel of its choice, each of which shall be at the expense of that Party.

(iv) The Dispute Resolution Committee shall establish by majority vote of its members such procedures for its deliberations as it deems appropriate.

(v) The determination by the Dispute Resolution Committee as to whether the SCR Ammonia Cost Allocation Formula should be adjusted by a Correction Factor and, if so, the determination of such Correction Factor shall be made by a majority vote of its members.

(vi) The Dispute Resolution Committee shall issue a written decision as to its determinations stating the reasons upon which such determinations are based. The determinations by the Dispute Resolution Committee shall be made within 60 days of the

commencement of the Ammonia Dispute Resolution Procedure (or by such later date as the Parties shall approve). Such determination by the Dispute Resolution Committee shall be conclusive for the purposes of the Power Sales Contract and shall be final and binding on the Parties.

“Correction Factor” shall mean the correction factor considered and, as applicable, determined pursuant to Section IV or Section V of this Exhibit which shall constitute an adjustment of the SCR Ammonia Cost Allocation Formula.

“SCR Consultant” shall mean the engineering or consulting firm having a favorable reputation for knowledge and experience with respect to the operation and performance of selective catalytic reduction systems installed in coal-fired electric power plants.

SCR CATALYST AND COST SHARE
AND
CATALYST REFUND PAYMENT

I. Definitions

In addition to the terms used in this Exhibit that are defined in Section 2 of the Power Sales Contract, capitalized terms used in this Exhibit shall have the meanings set forth in Section VI of this Exhibit.

II. SCR Catalyst Cost Allocation Formula

The SCR Catalyst Acquisition Costs with respect to a Catalyst Layer allocated to Big Rivers (or WKE/LEM, as Big Rivers' assignee) pursuant to Section 6.2(b) of the Power Sales Contract for a particular Monthly Billing Period shall be calculated in accordance with the following formula:

$$X = \frac{[(CC - AF) \times CSI] + BAF}{MB}$$

Where:

X = The amount of the SCR Catalyst Acquisition Costs with respect to such Catalyst Layer allocated to Big Rivers (or WKE/LEM, as Big Rivers' assignee) for such Monthly Billing Period

CC = The amount of the SCR Catalyst Acquisition Costs with respect to such Catalyst Layer for the Contract Year that includes such Monthly Billing

Period

AF = The amount of any Alternate Fuel Differential Amount with respect to such Catalyst Layer as set forth in the successful bid by the vendor of such Catalyst Layer based on the designation of Alternate Fuel by either or both Parties with respect to such Catalyst Layer

MB = 12, or in the case where the Contract Year that includes such Monthly Billing Period embraces fewer than 12 months, the number of months in such Contract Year

CS = The share (expressed as a decimal) of the Total Capacity (determined as provided in Section 3 of the Power Sales Contract) of Big Rivers (or WKE/LEM, as Big Rivers' assignee) for the Contract Year that includes such Monthly Billing Period

BAF = The amount of the Alternate Fuel Differential Amount, if any, attributable to the designation by Big Rivers, (or WKE/LEM, as Big Rivers' assignee) of its use of Alternate Fuel with respect to such Catalyst Layer

III. Certain Requirements for Vendor's Bid

The bid terms for the purchase by a vendor of a Catalyst Layer shall require, among others, that:

(A) The vendor's bid with respect to the Catalyst Layer shall set forth (i) the purchase price with respect to such Catalyst Layer as designed for Base Coal;

(B) If either Big Rivers (or WKE/LEM, as Big Rivers' assignee) or the City shall designate its use of Alternate Fuel with respect to such Catalyst Layer, the vendor's bid with

respect to such Catalyst Layer shall set forth in addition to the amount of the purchase price of the Catalyst Layer as if designed for Base Coal, any adjustment in the amount of the purchase price attributable to such designation of the use of Alternate Fuel .

IV. Catalyst Failure and Catalyst Refund Payment

The amount of SCR Catalyst Acquisition Costs allocated pursuant to the SCR Catalyst Cost Allocation Formula set forth in Section II of this Exhibit or paid by the City shall be adjusted by a Catalyst Refund Payment in the event of a Catalyst Failure as follows:

(A) In the event of a Catalyst Failure, the Party (either Big Rivers (or WKE/LEM, as Big Rivers' assignee) or the City, as the case may be) whose fuel is responsible for the Catalyst Failure shall make a Catalyst Refund Payment to the other Party as an adjustment of the payments by the Parties of their respective amounts of SCR Catalyst Acquisition Costs, or in the case where both Big Rivers' (or WKE/LEM's, as Big Rivers' assignee) and the City's fuel characteristics are responsible for the Catalyst Failure, such Parties shall pay, each to the other, a Catalyst Refund Payment in proportion to the relative responsibility of its fuel for the Catalyst Failure.

(B) Unless determined by agreement of all the Parties, the determination of whether a Catalyst Failure shall have occurred and, if so, the characteristics of a Party's fuel responsible therefor, or, if both Parties' fuel shall be responsible, the percentage with respect to the proportionate responsibility of each Party therefor as contemplated in (A) above, shall be made within 90 days following the occurrence of such Catalyst Failure (or by such later date as approved by all the Parties) by a Catalyst Analysis Organization (which may be an affiliate of a Party) acceptable to all the Parties based upon the data obtained through the fuel sampling and analysis methodology provided for in Section V of this Exhibit.

(C) In the event the Parties are not able to reach a determination as to a Catalyst Failure and its cause by mutual acquiescence and are not able to select a Catalyst Analysis Organization mutually acceptable to all the Parties within 20 days of the occurrence of the Catalyst Failure, at the request of any Party made within 10 days thereafter, there shall be a Catalyst Dispute Resolution Procedure which shall commence within 15 days of the date of such request for the purpose of selecting a Catalyst Analysis Organization to make the determination as to the Catalyst Failure, its cause and the fuel characteristic responsible, as set forth in (B) above.

(D) The cost of the Catalyst Analysis Organization, together with costs of any attendant Catalyst Dispute Resolution Procedure, shall constitute capacity costs of Station Two and operation and maintenance costs thereof under Section 6.3 of the Power Sales Contract, provided that, in the case where the determination by the Catalyst Analysis Organization of a Catalyst Failure with respect to a Catalyst Layer results in a Catalyst Refund Payment, such costs shall be included in the SCR Catalyst Acquisition Costs for such Catalyst Layer for the purposes of the calculation of the amount of any Catalyst Refund Payment pursuant to (F) below.

(E) In the event of a Catalyst Failure where neither the Parties nor any Catalyst Analysis Organization shall be able to determine the responsibility for the Catalyst Failure based on the respective fuel characteristics of the Parties' fuel, no Catalyst Refund Payment shall be payable by any Party.

(F) The amount of a Catalyst Refund Payment with respect to a Catalyst Layer to be made by a Party (either Big Rivers (or WKE/LEM, as Big Rivers' assignee) or the City) whose fuel shall be responsible for the Catalyst Failure, or made by each of such Parties in the case where the fuel of both such Parties shall be responsible for the Catalyst Failure, based on a

determination made pursuant to (B) above or (C) above, shall be calculated with respect to a Party in accordance with the following formula:

$$Z = \frac{(AC - AF) \times (GL - AL) \times PS \times CS}{GL}$$

Where:

- Z = The amount of the Catalyst Refund Payment to be made by such Party
- AC = The SCR Catalyst Acquisition Costs with respect to such Catalyst Layer
- AF = The Alternate Fuel Differential Amount, if any, with respect to such Catalyst Layer
- GL = The Guaranteed Life Cycle with respect to such Catalyst Layer
- AL = The total number of hours of the actual operating life of such Catalyst Layer
- CS = The share (expressed as a decimal) of the Total Capacity (determined as provided in Section 3 of the Power Sales Contract) of such Party for the Contract Year for which the SCR Catalyst Acquisition Costs with respect to such Catalyst Layer was payable pursuant to Section 6 of the Power Sales Contract
- PS = If the characteristics of both Parties' fuel shall be responsible for the Catalyst Failure, the percentage (expressed as a decimal) of the proportionate

responsibility of such Party's fuel therefor as determined pursuant to (B) or (C) above or, if only such Party's fuel is responsible, PS shall equal 1

V. **Fuel sampling and Analysis Methodology**

Fuel sampling and analysis methodology shall be conducted for each NOx Season for purposes of making determinations as to any Catalyst Failure as set forth in Section IV of this Exhibit and to identify and evaluate any issues as to the warranties under the catalyst vendor's contract with respect to each Catalyst Layer as follows:

(A) Big Rivers (or WKE/LEM, as Big Rivers' assignee) shall perform monthly composite sampling to obtain ultimate, trace element and mineral ash analyses of the as-received fuel purchased by it from the fuel supplier, which sampling shall be performed at its own cost.

(B) The City shall perform monthly composite sampling to obtain ultimate, trace element and mineral ash analyses of the as-received fuel purchased by it from the fuel supplier which sampling shall be performed at its own cost.

(C) Big Rivers (or WKE as Big Rivers' assignee) will perform daily into weekly composite ultimate and trace element analyses of as-fired fuel under the Construction and Operation Agreement, and the costs thereof shall be treated as capacity costs of Station Two and constitute operation and maintenance costs thereof under Section 6.3 of the Power Sales Contract.

(D) Big Rivers (or WKE as Big Rivers' assignee) will perform monthly composite sampling and obtain mineral ash analysis of fly ash samples under the Construction and Operation Agreement, and the cost thereof shall be treated as capacity costs of Station Two and

constitute operation and maintenance costs thereof under Section 6.3 of the Power Sales Contract.

VI. **Certain Definitions:**

“Catalyst Analysis Organization” shall mean a laboratory or engineering firm having a favorable reputation for skill and experience with respect to conducting tests, analyses and studies in connection with the use of catalyst in the operation of selective catalytic reduction systems installed in coal fired electric power plants.

“Catalyst Dispute Resolution Procedure” shall mean, with respect to determinations pursuant to Section IV(C) of this Exhibit as to a Catalyst Failure, its cause and the fuel characteristics responsible therefor, the following procedures and actions:

(i) The appointment of members of a committee (the “Selection Committee”) consisting of three SCR Consultants. One SCR Consultant shall be appointed by Big Rivers (or WKE/LEM, as Big Rivers’ assignee) and one appointed by the City, and each of such SCR Consultants may be affiliated with the Party that appointed it. Each such Party shall notify the other as to the identity of its appointee within 15 days of the commencement of the Catalyst Dispute Resolution Procedure. The third SCR Consultant shall be appointed by the two SCR Consultants appointed by the Parties as above provided, which appointment shall be made within 30 days from the commencement of the Catalyst Dispute Resolution Procedure. The third SCR Consultant shall not be affiliated with any Party and shall be the Chair of the Selection Committee.

(ii) The Selection Committee shall by a majority vote of its members select an independent Catalyst Analysis Organization which shall not be affiliated with any of the Parties

that will accept the assignment to make the determinations for which the Catalyst Dispute Resolution Procedure was required by Section IV (C) of this Exhibit.

(iii) Such Catalyst Analysis Organization shall be furnished by Big Rivers (or WKE as Big Rivers' assignee) with the fuel sampling and analyses methodology data obtained pursuant to Section V of this Exhibit and upon its request shall be furnished by a Party with other available information in the possession or control of that Party relating to this Exhibit or the Station Two SCR System.

(iv) Big Rivers (or WKE/LEM, as Big Rivers' assignee) and the City may each furnish to the Catalyst Analysis Organization any statements as to their respective positions with respect to the determination in dispute, together with such other information that such Party deems relevant. Each such Party may be assisted by an advisor and by counsel of its choice, each of which shall be at the expense of that Party.

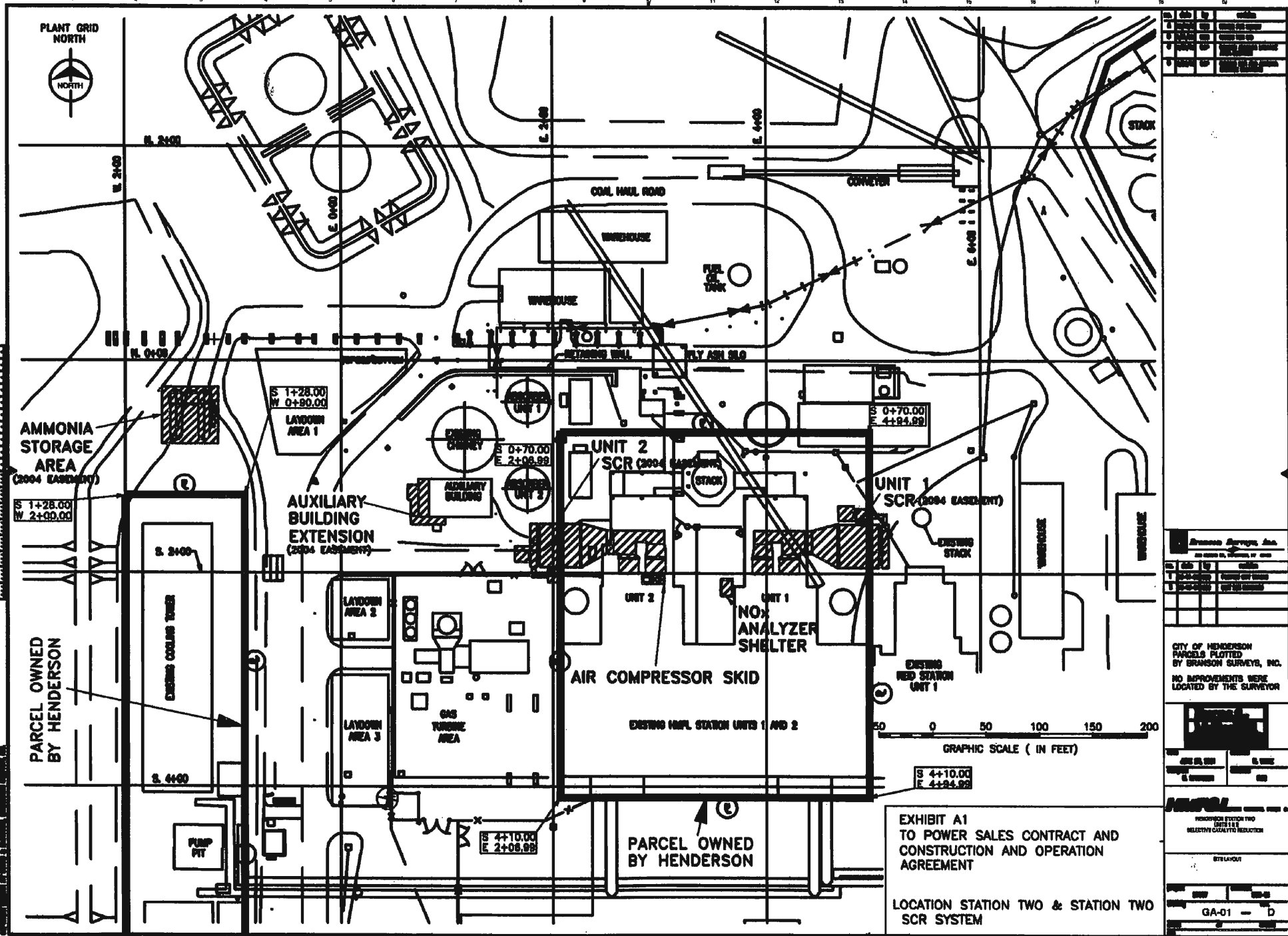
(v) The determination shall be made by the Catalyst Analysis Organization as to whether a Catalyst Failure occurred and, if so, its cause and the fuel characteristics of the Party responsible therefor, or, in the case where the fuel of both such Parties shall be responsible, the percentage of the proportionate responsibility of the fuel of each such Party (or, if the Catalyst Analysis Organization is not able to determine such proportionate responsibility, it shall state that it is unable to do so).

(vi) The Catalyst Analysis Organization shall issue a written decision as to its determinations (or inability to make the same) stating the basis therefor. Such decision by the

Catalyst Analysis Organization shall be made within 60 days of the commencement of the Catalyst Dispute Resolution Procedure or by such later date as the Parties shall approve. Such decision by the Catalyst Analysis Organization shall be conclusive for the purposes of the Power Sales Contract and shall be final and binding on the Parties.

“Guaranteed Life Cycle” shall mean, with respect to a particular Catalyst Layer, the number of hours of operation of such Catalyst Layer consistent with its design capability guaranteed or warranted by the vendor of such Catalyst Layer based on compliance with the operation and maintenance procedures and fuel specifications provided in the contract with such vendor.

“SCR Consultant” shall mean, with respect to a particular Catalyst Layer, an engineering or consulting firm having a favorable reputation for skill and experience in connection with the operation of selective catalytic reduction systems installed in coal fired electric power plants.



NO.	DATE	BY	REVISION
1	01/11/01	W. H. HARRIS	ISSUED FOR PERMITTING
2	02/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
3	03/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
4	04/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
5	05/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
6	06/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
7	07/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
8	08/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
9	09/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
10	10/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
11	11/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
12	12/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION

NO.	DATE	BY	REVISION
1	01/11/01	W. H. HARRIS	ISSUED FOR PERMITTING
2	02/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
3	03/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
4	04/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
5	05/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
6	06/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
7	07/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
8	08/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
9	09/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
10	10/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
11	11/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
12	12/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION

CITY OF HENDERSON
 PARCELS PLOTTED
 BY GRANSON SURVEYS, INC.
 NO IMPROVEMENTS WERE
 LOCATED BY THE SURVEYOR



NO.	DATE	BY	REVISION
1	01/11/01	W. H. HARRIS	ISSUED FOR PERMITTING
2	02/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
3	03/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
4	04/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
5	05/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
6	06/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
7	07/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
8	08/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
9	09/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
10	10/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
11	11/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION
12	12/28/01	W. H. HARRIS	REVISED TO SHOW CONSTRUCTION

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