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AUG 14 2012

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY UTILITIES)	
COMPANY FOR AN ADJUSTMENT OF ITS)	
ELECTRIC RATES)	CASE NO. 2012-00221

**PETITION OF KENTUCKY UTILITIES COMPANY
FOR CONFIDENTIAL PROTECTION**

Kentucky Utilities Company (“KU”) hereby petitions the Kentucky Public Service Commission (“Commission”) pursuant to 807 KAR 5:001, Section 7 and KRS 61.878(1) to grant confidential protection for the items described herein, which KU seeks to provide in response to the Commission’s Second Requests for Information. The specific Requests for Information for which KU seeks confidential protection are Request Nos. 38 and 75. In support of this Petition, KU states as follows:

1. On June 29, 2012, KU filed with the Commission an application proposing changes in its base rate tariffs. On July 31, 2012, the Commission issued its Second Requests for Information to KU.

Confidential or Proprietary Commercial Information (KRS 61.878(1)(c))

1. The Kentucky Open Records Act exempts from disclosure certain commercial information. KRS 61.878(1)(c). To qualify for this exemption and, therefore, maintain the confidentiality of the information, a party must establish that the material is of a kind generally recognized to be confidential or proprietary, and the disclosure of which would permit an unfair commercial advantage to competitors of the party seeking confidentiality.

2. Request No. 38 asks KU to provide a copy of supplier contracts with certain third-party vendors. The contracts contain commercially sensitive information that is considered

confidential by KU and its counterparties and falls under the protection of the Open Records Act. Allowing vendors to review KU's contracts will place KU at a competitive disadvantage in the market. Public disclosure would allow vendors to submit bids and terms based upon past practices. Counterparties could, therefore, submit bids and terms that are only slightly better than those given to KU in the past when additional cost savings or protections should be possible. Additionally, the public disclosure of specific information about the third parties KU does business with will discourage vendors from doing business with KU as the terms and prices agreed to will be publicly available to the vendors' own customers and competitors.

Confidential Personal Information (KRS 61.878(1)(a))

3. Request No. 75 asks KU to provide electronic copies of the exhibits to the testimony of Robert Conroy. The request further asks that formulas be left "intact and unprotected and with all columns and rows accessible." KU is supplying such information, but seeks confidential protection under KRS 61.878(1)(a) for private, customer-identifying information (i.e., customer names and account numbers) contained in their responses. Certain of Mr. Conroy's exhibits dealing with the billing determinants and cost-of-service studies include customer information. KU believes protecting such information is particularly important in this time of ever-increasing identity theft.

4. The information for which KU is seeking confidential treatment is not known outside of the Company, and it is not disseminated within KU except to those employees with a legitimate business need to know the information.

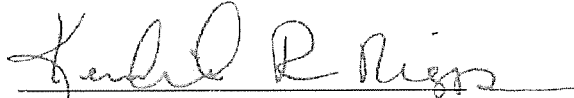
5. To comply with the provisions of the Commission's June 22, 2012 Order in this proceeding concerning electronic filing procedures, KU will timely file with the Commission one copy of the Confidential Information highlighted in paper medium and one copy of the

Confidential Information highlighted in electronic medium on a DVD, as well as a copy of the redacted material.

WHEREFORE, Kentucky Utilities Company respectfully requests that the Commission grant confidential protection for the information described herein.

Dated: August 14, 2012

Respectfully submitted,



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Counsel for Kentucky Utilities Company

CERTIFICATE OF COMPLIANCE

In accordance with Ordering Paragraph No. 10 of the Commission's June 22, 2012 Order, this is to certify that Kentucky Utilities Company's August 14, 2012 electronic filing of the Petition for Confidential Protection is a true and accurate copy of the same document being filed in paper medium; that the electronic filing has been transmitted to the Commission on August 14, 2012; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and that an original and two copies in paper medium of the Petition are being hand delivered to the Commission on August 14, 2012.



Counsel for Kentucky Utilities Company

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's Second Request For Information
Dated July 31, 2012**

Case No. 2012-00221

Question No. 38

Responding Witness: Chris Hermann

- Q-38. Refer to the Hermann Testimony, page 12, at lines 11-17. Provide a copy of the supplier contract with Brownstown Electric Service Corporation, Brown Wood Preserving, and Howard Industries.
- A-38. See attached. Certain information requested is confidential and proprietary, and is being provided under seal pursuant to a petition for confidential treatment.

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PUBLIC SERVICE
COMMISSION

Contract #487011 (KU) #810433 (LG&E)

CONTRACT

Distribution Wood Poles

This Contract is entered into March 1, 2010 by and between Louisville Gas and Electric Company, (LG&E) a Kentucky corporation whose address is 820 West Broadway, Louisville, Kentucky 40202 and Kentucky Utilities Company, (KU) a Kentucky corporation, whose address is One Quality St., Lexington, KY 40507 each as BUYER, and Brown Wood Preserving Company, Inc., whose address is 6201 Camp Ground Road, Louisville, KY 40216 as SELLER. The parties to this Contract hereby agree as follows:

1. Contract Documents. Included as part of the Contract between them are terms and conditions of the attachments to this main body of the Contract, as follows:

Attachment A	Definitions
Attachment B	General Service Agreement
Attachment C	Products/Pricing
Attachment D	Price Escalation Policy

The definitions provided in Attachment A apply to the words and phrases in each of the Contract documents.

2. Term.

a. **Initial and Renewal Terms.** The initial term of the Contract is three (3) years with options for two (2) periods of one year each. The Contract may be renewed at the end of the initial and each subsequent renewal term by mutual written agreement of the parties. The "Initial Term" and any "Renewal Term" shall be collectively referred to as the "Term".

b. **Cancellation and Termination.** Either party may terminate the Contract for breach by the other effective following written notice and a reasonable opportunity to cure the breach. Either party may terminate the Contract, at that party's sole discretion, for any or no reason, upon at least 90 days' prior written notice.

3. Primary Supplier.

a. **General Obligation.** The obligation of SELLER is to transfer, deliver, and perform, and that of BUYER is to accept and pay, in accordance with this Contract.

b. **Products.**

i. BUYER will use SELLER as its primary supplier of the Products, which are identified as TRANSMISSION & DISTRIBUTION WOOD POLES. A total list of the items and the price will be stated on Attachment C. BUYER may unilaterally add or delete a Product from Attachment C. SELLER will provide BUYER with prior notice of any changes in Product brand

names, chemistry, or composition. Unless BUYER specifically provides written consent otherwise for a particular Product, SELLER will supply Products new.

ii. BUYER will buy Products from SELLER unless, in the reasonable opinion of BUYER, SELLER is unable to deliver Products as and when specified or needed by BUYER or of the quality and with the service BUYER specifies or needs.

iii. The purchase price for each Product will be as specified on Attachment C. SELLER will sell Products to be consumed in BUYER's facilities, at the specified purchase price, to suppliers approved by BUYER.

1) Right to Purchase from Other SELLERS. BUYER may purchase any of the Products from sources other than SELLER if:

- (i) SELLER, in the good faith opinion of BUYER is unable to deliver a Release against this Contract for Products as and when needed;
- (ii) such purchase of products is reasonably necessary, in the sole discretion of BUYER, to support BUYER's women-owned and minority-owned business and affirmative action support policies;
- (iii) the Product requires physical modifications before BUYER can use it;
- (iv) the Product must be modified to BUYER's equipment in Release for BUYER to use such Product; or
- (v) in the sole discretion of BUYER, quality, service or pricing concerns so dictate.

4. Pricing.

a. Determination of Purchase Price. Pricing for the Products is firm for the first year of the Initial Term pursuant to Attachment C. Prices for the Products thereafter will be reviewed in accordance with Attachment D with respect to each twelve month period following March 1st of any year during the Term, with pricing adjustments, if any, to Products being effective for the year immediately following such March 1st date (i.e., pricing being proactively effective for the next 12 month period, and not being retroactively applied for the prior 12 month period).

5. Inspecting, Testing, and Auditing

a. Right of Inspecting and Testing. BUYER reserves the right, but shall not be obligated, to appoint representatives to follow the progress of the Work with authority to suspend any Work not in compliance with this Agreement. The appointment, or absence of an appointment, of such representatives by BUYER shall not have any effect on warranties. Acceptance or approval by BUYER's representative shall not be deemed to constitute final acceptance by BUYER, nor shall BUYER's inspection relieve SELLER of responsibility for proper performance of the Work.

Inspection by BUYER's representative shall not be deemed to be supervision or direction by BUYER of SELLER, its agents, servants, or employees, but shall be only for the purpose of attempting to ensure that the Work complies with this Agreement. In the event SELLER fails to provide BUYER with reasonable facilities and access for inspection when advised, and if in the opinion of BUYER it becomes necessary to dismantle the Work for such inspection, then SELLER shall bear the expenses of such dismantling and reassembly.

b. Right of Auditing. SELLER shall maintain complete records relating to any cost-based (i.e., Work not covered by firm prices) components of the Work billed under this agreement or relating to the quantity of units billed under any unit price provisions of this Agreement (all the foregoing hereinafter referred to as "Records") for a minimum of five years following the latest of performance of, delivery to BUYER of, or payment by BUYER for, such Work or units. All such Records shall be open to inspection and subject to audit and reproduction during normal working hours, by BUYER or its authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, time sheets, or claims based on SELLER's actual costs incurred in the performance or delivery of Work under this Agreement. For the purpose of evaluating or verifying such actual or claimed costs, BUYER or its authorized representative shall have access to said Records at any time, including any time after final payment by BUYER to SELLER pursuant to this Agreement. All nonpublic information obtained in the course of such audits shall be held in confidence except pursuant to judicial and administrative order. BUYER or its authorized representative shall have access, during normal working hours, to all necessary SELLER facilities and shall be provided adequate and appropriate work space to conduct audits in compliance with the provisions of this Article. BUYER shall give SELLER reasonable notice of intended audits. The rights of BUYER set forth in this paragraph shall survive the termination or expiration of this Agreement.

6. Orders.

a. Placement. BUYER will request Products or services described on Attachment C by providing SELLER with Orders therefore. Terms and conditions in an Order are applicable only to the Products and services requested therein.

b. Withdrawal. BUYER may withdraw an Order at any time, with or without cause, upon notice to SELLER. BUYER will have no liability for withdrawal of an Order or an Order with respect to which SELLER is in default or anticipates default. BUYER's liability for withdrawal of an Order with respect to which SELLER is not in default will not include any profit (or other return to capital or contribution to overhead) and will be limited to:

i. for services and Products specially manufactured for BUYER, SELLER's actual costs (up to, but not to exceed, the purchase price therefore) incurred in its performance of the Order prior to BUYER's notice of withdrawal;

ii. for Products not specially manufactured for BUYER, SELLER's actual costs incurred in attempting or stopping delivery of the Products.

c. Form of Communication. Withdrawals of an Order will be made in the same medium and subject to the same standards as used for that Order.

7. Product Shipment and Delivery.

a. Shipping Instructions. SELLER will ship products to the destination and in accordance with the shipping instructions set forth in the Order thereto. The default terms for deliveries in the absence of shipping instructions are F.O.B. the destination.

b. Expedited Handling. If BUYER authorizes "emergency expedited handling" of an Order or portion thereof, BUYER will pay SELLER for its reasonable and actual additional costs associated with that handling which are itemized and submitted to BUYER for payment.

c. Title and Risk of Loss. Title and risk of loss or damage to Products supplied by SELLER pass to BUYER when such Products have been delivered in accordance with BUYER's shipping instructions to the destination set forth in those instructions or, in the absence of shipping instructions, delivery F.O.B. destination.

d. Untimely Delivery. If SELLER fails to deliver a Product by the time specified in the Order, BUYER may obtain a Cover Product. SELLER will issue BUYER a credit for any cost or expense reasonably incurred by BUYER due to SELLER's failure to deliver by the time specified in the Order, including the difference between the cost of any Cover Product obtained and the Contract price for the corresponding Product.

8. Invoices and Payments.

a. Invoice. SELLER shall provide individual invoices separately to LG&E/KU for products not on Attachment C or for any additional freight. These individual invoices may be in written form via facsimile or first-class mail or they may be sent electronically. In any form, the invoice shall be in such detail and format as is mutually acceptable to the parties. No invoices shall be sent for items on Attachment C as invoices will not be required with the "Evaluated Receipt Settlement" (ERS) process.

b. Payment Obligation.

i. BUYER will have no obligation to pay for any Product delivered to it but which it did not order unless BUYER notifies SELLER in writing of its election to purchase the Product.

ii. BUYER's obligation to pay for a Product or service will not accrue until after the Inspection Period for that Product or service.

iii. BUYER will become obliged to pay an invoice item it disputes only upon, and in the amount of, a resolution of the dispute.

c. Payment Terms. Net 30 days.

d. Credits. BUYER may apply against invoiced amounts any credits issued by SELLER or which SELLER agrees are due BUYER. Within five (5) business days of BUYER's request

therefore, SELLER will pay to BUYER any credits issued or agreed to be due which have not been applied against invoiced amount.

9. Replacement or Return of Products and Services.

a. Return. BUYER may return a Product to SELLER at any time, and for any or no reason. SELLER will arrange for, and bear the cost of, the return of any Non-Conforming Product or Product not ordered by BUYER and which BUYER does not elect to purchase. BUYER will arrange for, and bear the cost of, returning any other Product to SELLER.

b. Replacement. SELLER will replace a Non-Conforming Product or service with a conforming Product or service within the applicable Cure Period. If SELLER fails to do so, BUYER may obtain a Cover Product or replacement service from whatever source.

i. SELLER will credit to BUYER the purchase price of a returned conforming Product if it is in the condition in which it was delivered and was not specially manufactured for BUYER. SELLER will notify and issue to BUYER any credit due for any other returned conforming Product.

ii. If SELLER replaces a Non-Conforming Product or service, it will either credit to BUYER the purchase price of, or not charge BUYER for, the replacement, at BUYER's option. If BUYER obtains a Cover product or replacement service from another source, SELLER will credit BUYER with:

- 1) the purchase price of the Non-Conforming Product or service;
- 2) the difference between the cost of the Cover Product obtained and the Contract price for the corresponding Product or service; and
- 3) any other cost or expense reasonably incurred by BUYER due to SELLER's failure to replace the Non-Conforming Product or service within the applicable Cure Period.

10. Notices. The default address for any request, authorization, consent, or other notice required or permitted by the Contract is as follows:

a. To SELLER:

Brown Wood Preserving Company, Inc.
6201 Camp Ground Road
Louisville, KY 40216

Attn: David Stanley
502-448-2337
502-448-9944 (Fax)
email- david@brownwoodpoles.com

b. To BUYER:

Kentucky Utilities Company and
Louisville Gas & Electric Company
820 West Broadway
Louisville, KY 40202

Attn: David Campbell
502-627-3581
502-217-2280 (Fax)
email- david.campbell@eon-us.com

11. Standard Terms and Conditions. The General Service Agreement (GSA) of Attachment B are applicable to this Contract and are hereby incorporated by reference as if fully set forth herein. In the event of a conflict between the terms and conditions set forth in the GSA and those set forth above in this executed portion of the Contract, the terms and conditions set forth above shall prevail and control.

IN WITNESS WHEREOF, the parties have executed multiple counterparts of this Contract as of the date set forth in the preamble to this Contract, but actually on the dates set forth below.

BROWN WOOD PRESERVING COMPANY, INC

By: David Stanley

Name: David Stanley

Title: President

Date: 3/11/2010

BUYER

By: Larry Kopple

Name: Larry Kopple

Title: Manager Supply Chain Dist. Ops

Date: 3-10-2010

ORIGINAL

Attachment A

Definitions

Affiliate: A parent or subsidiary of a party, or an entity that is more than 50% owned, directly or indirectly, by a party or a parent or subsidiary of a party.

Contract: The body of the Consolidated Supply Contract and any attachments thereto.

Contract Period: The period of time during which the Contract is effective, including the initial term and any renewal terms.

Cover: A Product or service which Buyer in good faith and without unreasonable delay obtains in substitution for that which Seller failed to deliver, perform, or replace by the time specified.

Cure Period: A reasonable period of time, not to exceed five (5) business days, in which Seller must replace a Non-Conforming Product or service.

Date of Delivery: For a Product, the date title passes; for a service, the date its performance is complete.

Hazardous Material: "Hazardous waste," as defined under the Resource Conservation and Recovery Act (RCRA) or analogous state or local laws or regulations adopted pursuant to such laws, or waste containing a "hazardous substance" as defined under the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA).

Inspection Period: A reasonable time, not less than two (2) business days or more than thirty (30) days, to inspect a Product after its withdrawal from consignment (for a consigned Product) or Date of Delivery (for a non-consigned Product).

Intellectual Property: Inventions, discoveries, processes, methods, designs, ideas, or works fixed in any tangible medium of expression, machine, manufacture, or composition of matter, regardless of whether copyrightable or patentable.

Non-Conforming: A Product, service, or conduct in performance of the Contract or a confirmed Order not in accordance with the obligations (including warranties) of the Contract or the relevant confirmed Order.

Order: A request by Buyer that Seller provide it with a Product or service.

Product: A good or other item included in the listing on Attachment C to the Contract.

Specification: A description of a Product, including drawings and exhibits to which reference is made in the applicable Order or which are otherwise furnished by Buyer to Seller.

GENERAL SERVICES AGREEMENT
E.ON U.S. SERVICES INC. AND/OR AFFILIATES

This "General Services Agreement" is made this 1 day of March, 2010 (the "Effective Date") by and between (i) E.ON U.S. Services Inc. ("E.ON U.S. Services Inc.") and/or its "Affiliates" (as defined below) and (ii) Brown Wood Preserving Company, Inc. ("Contractor"), a Kentucky corporation.

WHEREAS, Contractor desires the opportunity to provide goods and/or services to E.ON U.S. Services Inc. from time to time, and E.ON U.S. Services Inc. and/or its Affiliates desire the opportunity to engage Contractor to provide such goods and/or services through the issuance of Purchase Orders and/or Statements of Work; and

WHEREAS, the parties intend that this General Services Agreement sets forth the exclusive terms and conditions which shall govern the performance of the Work by Contractor for E.ON U.S. Services Inc. and/or any of its Affiliates should E.ON U.S. Services Inc. and/or any of its Affiliates engage Contractor to provide Work.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

ARTICLE I DEFINITIONS

- 1.01 **Affiliate:** "Affiliate" shall mean any entity which, from time to time, in whole or in part, and directly or indirectly, controls, is controlled by, or under common control with E.ON U.S. Services Inc. and shall include, without limitation, Louisville Gas and Electric Company and Kentucky Utilities Company.
- 1.02 **Agreement:** "Agreement" shall mean this General Services Agreement, along with any "Statements of Work" (as defined below) and/or Purchase Order (as defined below) issued by Company and/or any other documentation as may be executed by the parties in accordance with Article 2, and/or other agreed collateral document pursuant to which the Work is to be performed.
- 1.03 **Applicable Laws:** "Applicable Laws" shall mean any and all applicable federal, state or local laws, regulations, codes, ordinances, administrative rules, court orders, permits or executive orders.
- 1.04 **Contract Price:** "Contract Price" shall mean the aggregate of the particular considerations set forth in one or more Purchase Orders or other Statements of Work or as otherwise agreed upon. Unless otherwise agreed in writing, the Contract Price includes all applicable taxes, duties, fees, and assessments of any nature including, without limitation, all sales and use taxes due to any governmental authority with respect to the Work.
- 1.05 **Contractor:** "Contractor" shall mean the entity designated as the "Contractor" in the opening paragraph of this Agreement.
- 1.06 **Company:** "Company" shall mean E.ON U.S. Services Inc. and/or any of its Affiliates as appropriate based on which entity is the party to the applicable Purchase Order and/or Statements of Work or other binding document. The rights and obligations of E.ON U.S. Services Inc. and/or each of its Affiliates hereunder shall be limited to the extent of such party's proportionate utilization of Contractor's services hereunder.
- 1.07 **E.ON U.S. Services Inc.:** E.ON U.S. Services Inc. shall mean E.ON U.S. Services Inc., a Kentucky corporation.
- 1.08 **Purchase Order:** Company may, at its discretion, from time to time, issue one or more of its own "Purchase Order Standard Terms and Conditions" and/or "Contractor Purchase Agreement" ("CPA") (collectively referred to as a "Purchase Order") that may supplement, but in no way or manner ever supersede, this Agreement with respect to any conflicting terms and conditions.

[Revised 8/19/2009 DHC]

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- 1.09 *Statements of Work*: "Statements of Work" shall mean any specifications, instructions, drawings, schedules, a Purchase Order, contracts, scopes of Work, and/or descriptions of Work.
- 1.10 *Tools and Equipment*: "Tools and Equipment" shall mean any tools, equipment, rigging and other general supplies on the Company's premises where the Work is being performed that is either owned and/or leased by Company or by any of its Affiliates.
- 1.11 *Work*: "Work" shall include, collectively, those services, goods and/or obligations as set forth in this Agreement.

ARTICLE 2 SCOPE; BINDING EFFECT

Unless otherwise agreed in a writing executed by each of the parties which evidences a clear intention to supersede this Agreement, the parties intend that this Agreement apply to all transactions which may occur between E.ON U.S. Services Inc. and/or any of its Affiliates and Contractor during the term of this Agreement and which are related to the provision of goods and/or services by Contractor for the benefit of E.ON U.S. Services Inc. and/or any of its Affiliates. Neither E.ON U.S. Services Inc. nor any of its Affiliates makes any commitment to Contractor as to the exclusiveness of this relationship or as to the volume, if any, of business E.ON U.S. Services Inc. and/or its Affiliates will do with Contractor. The parties do, however, anticipate that the parties will agree from time to time for the performance of Work by Contractor. Such agreement for the provision of Work shall be reflected by (a) each of the parties executing a mutually acceptable Statement of Work under this Agreement or (b) Company providing a Purchase Order or other Statement of Work to Contractor and Contractor accepting such Purchase Order or other Statement of Work (including by commencing performance pursuant to such Purchase Order or other Statement of Work). In the event Company provides a Purchase Order or other Statement of Work to Contractor and Contractor commences performance, unless such Purchase Order or other Statement of Work expressly provides otherwise, Contractor hereby agrees to the formation of a binding agreement as described in the Purchase Order or other Statement of Work upon Contractor's commencement of performance, waives any argument that it might otherwise have under Applicable Laws that the Purchase Order should have been executed by each of the parties to be enforceable and further agrees to not contest the enforceability of such Purchase Order or other Statement of Work on those grounds, and agrees to not contest the admissibility of Company's records related to such Purchase Order or other Statement of Work that are kept in the ordinary course by Company. In addition, in no event shall the terms and conditions of any proposal, purchase order or other statement of work, acknowledgement, invoice, or other document unilaterally issued by Contractor be binding upon Company without Company's explicit written acceptance thereof. Any Work performed by Contractor without Company's binding commitment for such Work either via a duly executed or accepted Purchase Order or other Statement of Work under this Agreement shall be at Contractor's sole risk and expense, and Company shall have no obligation to pay for any such Work.

ARTICLE 3 CONDITIONS AND RISKS OF WORK; LABOR HARMONY

Unless the applicable Purchase Order and/or Statement of Work expressly provides otherwise, Contractor agrees that, before beginning any Work, Contractor shall carefully examine all conditions relevant to such Work and its surroundings and Contractor shall assume the risk of such conditions and shall, regardless of such conditions, the expense, or difficulty of performing the Work, fully complete the Work for the stated Contract Price applicable to such Work without further recourse to Company. Without limiting the foregoing, Contractor specifically recognizes that Company and other parties may be working concurrently at the site. Information on the site of the Work and local conditions at such site furnished by Company in specifications, drawings or otherwise is made without representation or warranty of any nature by Company, is not guaranteed by Company, and is furnished solely for the convenience of Contractor. All drawings and other documents, if any, required to be submitted to Company for review shall be submitted in accordance with the mutually agreed to schedule and, if no schedule applies, such drawings or other documents shall be submitted by Contractor without unreasonable delay. No Work affected by such drawings and other documents shall be started until Contractor is authorized to do so by Company. In case of a conflict between or within instructions, specifications, drawings, schedules, Purchase Order(s) and/or other Statements of Work, Company shall resolve such conflict; and Company's resolution shall be binding on Contractor. Contractor agrees that all labor employed by Contractor, its agents or subcontractors for

Work on the premises of Company shall be in harmony with all other labor being used by Company or other contractors working on Company's premises. Contractor agrees to give Company immediate notice of any threatened or actual labor dispute and will provide assistance as determined necessary by Company to resolve any such dispute. Contractor, its agents or subcontractors, shall remove from Company's premises any person objected to by Company in association with the Work.

ARTICLE 4 COMPANY CHANGES IN WORK

The scope of and conditions, specifications and/or quantities ordered applicable to the Work shall be subject to changes by Company from time to time. Such changes shall only be enforceable if documented in a writing executed by Company. Except as otherwise specifically set forth in this Agreement, changes in the scope of or conditions applicable to the Work may result in adjustments in the Contract Price and/or the Work schedule in accordance with this Article 4. If Contractor believes that adjustment of the Contract Price or the Work schedule is justified, whether as a result of a change made pursuant to this Article or as a result of any other circumstance, then Contractor shall (a) give Company written notice of its claim within five (5) business days after receipt of notice of such change or the occurrence of such circumstances and (b) shall supply a written statement supporting Contractor's claim within ten (10) business days after receipt of notice of such change or occurrence of such circumstances, which statement shall include Contractor's detailed estimate of the effect on the Contract Price and/or the Work schedule. Contractor agrees to continue performance of the Work during the time any claim hereunder is pending. Company shall not be bound to any adjustments in the Contract Price or the Work schedule unless expressly agreed to by Company in writing. Company will not be liable for, and Contractor waives, any claims of Contractor that Contractor knew or should have known and that were not reported by Contractor in accordance with the provisions of this Article 4.

ARTICLE 5 FORCE MAJEURE

Neither party shall be liable to the other for any damages for any failure to perform or for any delays or interruptions beyond that party's reasonable control in performing any of its obligations under this Agreement only due to acts of God, fires, floods, earthquakes, riots, war, acts of terrorism, civil insurrection, acts of the public enemy, or acts or failures to act of civil or military authority, unless the time to perform is expressly guaranteed. Contractor shall advise Company immediately of any anticipated and actual failure, delay or interruption and the cause and estimated duration of such event. Any such failure, delay or interruption, even though existing on the Effective Date or on the date of the start of the Work, shall require Contractor to within five (5) days submit a recovery plan detailing the manner in which the failure, delay, or interruption shall be remedied and the revised schedule. Contractor shall diligently proceed with the Work notwithstanding the occurrence thereof. This Article shall apply only to the part of the Work directly affected by the particular failure, delay or interruption, and shall not apply to the Work as a whole or any other unaffected part thereof.

ARTICLE 6 CONTRACTOR DELAYS

Time is an important and material consideration in the performance of this Agreement by Contractor. Contractor agrees to cooperate with Company in scheduling the Work so that the project and other activities at Company's site will progress with a minimum of delays. Company shall not be responsible for compensating Contractor for any costs of overtime or other premium time work unless Company has provided separate prior written authorization for additional compensation to Contractor and, if Company provides such written authorization, such additional compensation shall be limited to Contractor's actual cost of the premium portion of wages, craft fringe benefits and payroll burdens (without any mark-ups and/or profit). Contractor shall be liable for all failures, delays and interruptions in performing any of its obligations under this Agreement which are not (a) caused by Company and reported in accordance with Article 4, (b) excused by Article 5, or (c) directed by Company pursuant to Article 7. Contractor shall, without adjustment to completion date or Contract Price, be obligated to make up time lost by such failures, delays or interruptions. Company may suspend payments under this Agreement during the period of any such failure, delay or interruption.

ARTICLE 7 COMPANY EXTENSIONS

Company shall have the right to extend schedules or suspend the Work, in whole or in part, at any time upon written notice to Contractor (except that in an emergency or in the event that Company identifies any safety concerns, Company may require an immediate suspension upon oral or written notice to Contractor). Contractor shall, upon receipt of such notice, immediately suspend or delay the Work. Contractor shall resume any suspended Work when directed by Company. If Contractor follows the requirements of Article 4, a mutually agreed equitable adjustment to the Contract Price or to the schedules for payments and performance of the remaining Work may be made to reflect Company's extension of schedules or suspension of the Work. Contractor will provide Company with all information requested in connection with determining the amount of such equitable adjustment.

ARTICLE 8 INSPECTING, TESTING, AUDITING, AND USE OF TOOLS AND EQUIPMENT;

8.01 Right of Inspecting and Testing: Company reserves the right, but shall not be obligated, to appoint representatives to follow the progress of the Work with authority to suspend any Work not in compliance with this Agreement. The appointment, or absence of an appointment, of such representatives by Company shall not have any affect on warranties. Acceptance or approval by Company's representative shall not be deemed to constitute final acceptance by Company, nor shall Company's inspection relieve Contractor of responsibility for proper performance of the Work. Inspection by Company's representative shall not be deemed to be supervision or direction by Company of Contractor, its agents, servants or employees, but shall be only for the purpose of attempting to ensure that the Work complies with this Agreement. In the event Contractor fails to provide Company with reasonable facilities and access for inspection when advised, and if in the opinion of Company it becomes necessary to dismantle the Work for such inspection, then Contractor shall bear the expenses of such dismantling and reassembly.

8.02 Right of Auditing: Contractor shall maintain complete records relating to any cost-based (i.e., Work not covered by firm prices), components of the Work billed under this Agreement, or Work relating to the quantity of units billed under any unit price provisions of this Agreement (all the foregoing hereinafter collectively referred to as "Records") for a minimum of five years following the latest of performance of, delivery to Company of, or payment by Company for, such Work or units. All such Records shall be open to inspection and subject to audit and reproduction during normal working hours, by Company or its authorized representatives, to the extent necessary to adequately permit evaluation and verification of any invoices, payments, time sheets or claims based on Contractor's actual costs incurred in the performance or delivery of Work under this Agreement. For the purpose of evaluating or verifying such actual or claimed costs, Company or its authorized representative shall have access to said Records at any time, including any time after final payment by Company to Contractor pursuant to this Agreement. All non-public information obtained in the course of such audits shall be held in confidence except pursuant to judicial and administrative order. Company or its authorized representative shall have access, during normal working hours, to all necessary Contractor facilities and shall be provided adequate and appropriate work space to conduct audits in compliance with the provisions of this Article. Company shall give Contractor reasonable notice of intended audits. The rights of Company set forth in this paragraph shall survive the termination or expiration of this Agreement.

8.03 Use of Tools and Equipment: Company, in its sole discretion, may allow Contractor to use Company's Tools and Equipment for the Work and related activities at designated Company locations. Contractor shall indemnify and hold harmless Company and its Affiliates, including their respective officers, directors, shareholders, agents, managers, members and employees (each an "Indemnified Party"), from and against any and all claims, damages, losses or liabilities arising out of, relating to, or in connection with, the use of Company's Tools and Equipment by Contractor, its agents, servants, employees or subcontractors, and will reimburse each Indemnified Party for all expenses (including in-house and/or outside attorney's fees and expenses) as they are incurred in connection with investigating, preparing or pursuing or defending any action, claim, suit or investigation or proceeding related to, arising out of, or in connection with, the use of Company's Tools and Equipment by Contractor, its agents, servants, employees or subcontractors, whether or not threatened or pending and whether or not any Indemnified Party is a party. Contractor, on behalf of

itself or its agents, equity owners, affiliates, officers and directors, and all of their predecessors, successors, assigns, heirs, executors and administrators, hereby irrevocably release, discharge, waive, relinquish and covenant not to sue, directly, derivatively or otherwise, Company and/or its Affiliates and each of their respective directors, officers, shareholders, members, managers, partners (general or limited), employees and agents (including, without limitation, its financial advisors, counsel, proxy solicitors, information agents, depositories, consultants and public relations representatives) and all of their predecessors, successors, assigns, heirs, executors or administrators, and all persons acting in concert with any such person, with respect to any and all matters, actions causes of action (whether actually asserted or not), suits, damages, claims or liabilities whatsoever, at law, equity or otherwise, arising out of, relating to, or in connection with the use of Company's Tools and Equipment by Contractor, its agents, servants, employees or subcontractors. Company shall in no event be liable for any claim whatsoever by or through Contractor, its employees, agents and/or subcontractors or by any third party, for any inoperability or failure of the Tools and Equipment to perform as designed or intended, whether such claim is based in warranty, contract, tort (including negligence), strict liability or otherwise and whether for direct, incidental, consequential, special, exemplary or other damages. Contractor shall ensure that its employees, agents, subcontractors or servants shall inspect, exercise the appropriate level of care in the use, maintenance and repair of the Tools and Equipment, so as to minimize the incidence of casualties and injuries occurring in connection therewith.

ARTICLE 9 COMPLIANCE WITH APPLICABLE LAWS; SAFETY; DRUG AND ALCOHOL TESTING; IMMIGRATION LAWS; NERC RELIABILITY STANDARDS COMPLIANCE

9.01 **Applicable Laws and Safety:** Contractor agrees to protect its own and its subcontractors' employees and be responsible for their Work until Company's acceptance of the entire project and to protect Company's facilities, property, employees and third parties from damage or injury. Contractor shall at all times be solely responsible for complying with any and all Applicable Laws and facility rules, including without limitation those relating to health and safety, in connection with the Work and for obtaining (but only as approved by Company) all permits and approvals necessary to perform the Work. Without limiting the foregoing, Contractor agrees to strictly abide by and observe all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the Work being performed now or in the future, as well as Company's Contractor Code of Business Conduct and Company's Contractor/Subcontractor Safety Policy which are both hereby incorporated by reference (Contractor hereby acknowledges receipt of a copy of such Company's Contractor Code of Business Conduct and Company's Contractor/Subcontractor Safety Policy) and any other rules and regulations of the Company, all of which are incorporated herein by reference. Contractor also agrees to be bound to any amendments and/or modifications that may be issued in the future by Company from time to time, with respect to Company's Contractor Code of Business Conduct and/or any of its related policies which are the subject of this Article 9. Contractor shall maintain the Work site in a safe and orderly condition at all times. Company shall have the right, but not the obligation, to review Contractor's compliance with safety and cleanup measures. In the event Contractor fails to keep the work area clean, Company shall have the right to perform such cleanup on behalf of, at the risk of and at the expense of Contractor. In the event Contractor subcontracts any of the Work, Contractor shall notify Company in writing of the identity of the subcontractor before utilizing the subcontractor. Contractor shall require all of its subcontractors to complete the safety and health questionnaire and checklists provided by Company and shall provide a copy of such documents to Company upon request. Contractor shall conduct, and require its subcontractors to conduct, safety audits and job briefings during performance of the Work. In the event a subcontractor has no procedure for conducting safety audits and job briefings, Contractor shall include the subcontractor in its safety audits and job briefings. All safety audits shall be documented in writing by the Contractor and its subcontractors. Contractor shall provide documentation of any and all audits identifying safety deficiencies and concerns and corrective action taken as a result of such audits to Company semi-monthly. Contractor further specifically acknowledges, agrees and warrants that Contractor has complied, and shall at all times during the term of this Agreement, comply in all respects with all laws, rules and regulations relating to the employment authorization of employees including, but not limited to, the Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, whereby Contractor certifies to Company that Contractor has (a) properly maintained, and shall at all times during the term of this

Agreement properly maintain all records required by Immigration and Customs Enforcement, such as the completion and maintenance of the Form I-9 for each of Contractor's employees; (b) that Contractor maintains and follows an established policy to verify the employment authorization of its employees; (c) that Contractor has verified the identity and employment eligibility of all employees in compliance with all applicable laws; and (d) that Contractor is without knowledge of any fact that would render any employee or subcontractor of Contractor ineligible to legally work in the United States. Contractor further acknowledges, agrees and warrants that all of its subcontractors will be required to agree to these same terms as a condition to being awarded any subcontract for such Work.

9.02 Hazards and Training: Contractor shall furnish adequate numbers of trained, qualified, and experienced personnel and appropriate safety and other equipment in first-class condition, suitable for performance of the Work. Such personnel shall be skilled and properly trained to perform the Work and recognize all hazards associated with the Work. Without limiting the foregoing, Contractor shall participate in any safety orientation or other of Company's familiarization initiatives related to safety and shall strictly comply with any monitoring initiatives as determined by Company. Contractor shall accept all equipment, structures and property of Company as found and acknowledges it has inspected the property, has determined the hazards incident to working thereon or thereabouts, and has adopted suitable precautions and methods for the protection and safety of its employees and the property.

9.03 Drug and Alcohol: No person will perform any of the Work while under the influence of drugs or alcohol. No alcohol may be consumed within four (4) hours of the start of any person's performance of the Work or anytime during the workday. A person will be deemed under the influence of alcohol if a level of .02 percent blood alcohol or greater is found. In addition to the requirements of the drug testing program, as set forth in Company's rules and regulations, all persons who will perform any of the Work will be subject to drug and alcohol testing under either of the following circumstances: (i) where the person's performance either contributed to an accident or cannot be completely discounted as a contributing factor to an accident which involves off-site medical treatment of any person; and (ii) where Company determines in its sole discretion that there is reasonable cause to believe such person is using drugs or alcohol or may otherwise be unfit for duty. Such persons will not be permitted to perform any Work until the test results are established. Contractor shall be solely responsible for administering and conducting drug and alcohol testing, as set forth herein, at Contractor's sole expense. As applicable, and in addition to any other requirements under this Agreement, Contractor shall develop and strictly comply with any and all drug testing requirements as required by Applicable Laws.

9.04 NERC Reliability Standards. The following additional provisions shall apply if Contractor's Work in any way involves areas or assets which are located within physical security perimeters as defined by NERC's Reliability Standards for the Bulk Electric Systems of North America (collectively, the "NERC Standards"), including without limitation any Company data center or control center. Contractor's non-compliance of NERC Standards may result in fines and/or penalties being assessed against the Company that would result in Company seeking indemnification from Contractor as a consequence of Contractor's and/or its subcontractors', agents' and/or representatives' non-compliance of NERC Standards.

A. Information Protection. Without compromising the confidentiality provisions in Article 24, Contractor shall at all times comply with the Company's information protection program(s) as defined by CIP-003, R4. Among the information protected by this program are: (i) all operational procedures; (ii) lists of critical cyber assets; (iii) network topology or similar diagrams; (iv) floor plans of computing centers that contain critical cyber assets; (v) equipment layouts of critical cyber assets; (vi) disaster recovery plans; (vii) incident response plans; and (viii) security configuration information. Contractor shall protect this protected information from disclosure consistent with the program.

B. Access Revocation. Contractor shall immediately advise appropriate Company's management if any of Contractor's personnel who have key card access to a restricted area or electronic access to a protected system no longer require such access.

C. Training. If any Contractor personnel require key card access to a restricted area or electronic access to a protected system, Contractor shall ensure that such personnel complete, and retake as requested, all necessary NERC training as requested by Company.

D. Personnel Risk Assessment. If any Contractor personnel require key card access to a restricted area or electronic access to a protected system, Contractor shall ensure that Company receives necessary

waivers and information from Contractor's personnel to complete, and repeat as necessary, such background checks as requested by Company.

Continuing Obligations. Contractor further acknowledges that its compliance with the NERC Standards is a continuing obligation during and after the Term. Upon written notice to Contractor, Company shall have the absolute right to audit and inspect any and all information regarding Contractor's compliance with this Section 9.04, and/or to require confirmation of the destruction of any documentation received from or regarding Company. Contractor is encouraged to contact Company's Compliance Department pursuant to Section 9.05 to ensure Contractor understands and complies with this Section 9.04.

9.05 Office of Compliance: The Company has an Office of Compliance. Should Contractor have actual knowledge of violations of any of the herein stated policies of conduct in this Article 9, or have a reasonable basis to believe that such violations will occur in the future, whether by its own employees, agents, representatives or subcontractors, or by another vendor and/or supplier of the Company and its employees, agents, representatives or subcontractors, or by any employee, agent and/or representative of Company, Contractor has an affirmative obligation to immediately report any such known, perceived and/or anticipated violations to the Company's Office of Compliance in care of Director, Compliance and Ethics, E.ON U.S. Center, 220 West Main Street, Louisville, Kentucky 40202.

ARTICLE 10 STATUS OF CONTRACTOR

Company does not reserve any right to control the methods or manner of performance of the Work by Contractor. Contractor, in performing the Work, shall not act as an agent or employee of Company, but shall be and act as an independent contractor and shall be free to perform the Work by such methods and in such manner as Contractor may choose, doing everything necessary to perform such Work properly and safely and having supervision over and responsibility for the safety and actions of its employees and the suitability of its equipment. Contractor's employees and subcontractors shall not be deemed to be employees and/or agents of Company. Contractor agrees that if any portion of Contractor's Work is subcontracted, all such subcontractors shall be bound by and observe the conditions of this Agreement to the same extent as required of Contractor. In such event, Company strongly encourages the use of Minority Business Enterprises, Women Business Enterprises and Disadvantaged Business Enterprises, as defined under federal law and as certified by a certifying agency that Company recognizes as proper.

ARTICLE 11 EQUAL EMPLOYMENT OPPORTUNITY

To the extent applicable, Contractor shall comply with all of the following provisions, which are incorporated herein by reference: (i) Equal Opportunity regulations set forth in 41 CFR § 60-1.4(a) and (c), prohibiting employment discrimination against any employee or applicant because of race, color, religion, sex, or national origin; (ii) Vietnam Era Veterans Readjustment Assistance Act regulations set forth in 41 CFR § 60-250.4 relating to the employment and advancement of disabled veterans and Vietnam era veterans; (iii) Rehabilitation Act regulations set forth in 41 CFR § 60-741.4 relating to the employment and advancement of qualified disabled employees and applicants for employment; (iv) the clause known as "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" set forth in 15 USC § 637(d)(3); and (v) the subcontracting plan requirement set forth in 15 USC § 637(d).

ARTICLE 12 INDEMNITY BY CONTRACTOR

Contractor shall indemnify, defend, and hold harmless Company, its directors, officers, members, managers, employees and agents, from any and all damage, loss, claim, demand, suit, liability, penalty and/or fine (pursuant to Section 9.04 or otherwise) or forfeiture of every kind and nature, including but not limited to attorneys' fees (for both in-house and/or outside counsel) and expenses and other costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) bodily and other personal injuries to or deaths of persons, (b) damages to tools or equipment owned or leased by Company, (c) damages to other property, (d) the release or threatened release of a hazardous substance or any pollution or contamination of or other adverse effects on the environment, (e) violations of any Applicable Laws or (f) infringement of patent, copyright, trademark, trade secret or other property right, to the extent resulting or alleged to have resulted from acts or omissions of Contractor, its employees,

agents, subcontractors or other representatives or otherwise from performance of this Agreement, whether suffered directly by Company or indirectly by reason of third party claims, demands or suits. This obligation to indemnify, defend and hold harmless shall survive termination or expiration of this Agreement.

ARTICLE 13 ENVIRONMENTAL

13.01 Control: As required under the OSHA Hazard Communication Standard (29 CFR 1910.1200) and certain other Applicable Laws, Contractor or its subcontractors shall provide Material Safety Data Sheets ("MSDS") covering any hazardous substances and materials furnished under or otherwise associated with the Work under this Agreement. Contractor and its subcontractors shall provide Company with either copies of the applicable MSDS or copies of a document certifying that no MSDS are required under any Applicable Laws in effect at the worksite. No asbestos or lead containing materials shall be incorporated into any Work performed by Contractor or otherwise left on the Work site without the prior written approval of Company. Contractor and its subcontractors shall be solely responsible for determining if any chemical or material furnished, used, applied, or stored or Work performed under this Agreement is subject to any Applicable Laws.

13.02 Labeling: Contractor and its subcontractors shall label hazardous substances and materials and train their employees in the safe usage and handling of such substances and materials as required under any Applicable Laws.

13.03 Releases: Contractor and its subcontractors shall be solely responsible for the management of any petroleum or hazardous substances and materials brought onto the Work site and shall prevent the release of petroleum or hazardous substances and materials into the environment. All petroleum or hazardous substances and materials shall be handled and stored according to Contractor's written Spill Prevention Control and Countermeasures Plan or Best Management Practices Plan as defined under the provisions of the Clean Water Act, as amended, if either such Plan must be maintained pursuant to Applicable Laws. Contractor shall provide secondary containment for the storage of petroleum or hazardous substances and materials. The prompt and proper clean-up of any spills, leaks, or other releases of petroleum or hazardous substances and materials resulting from the performance of the Work under this Agreement and the proper disposal of any residues shall be Contractor's sole responsibility, but Contractor shall give Company immediate notice of any such spills, leaks, or other releases. Contractor shall be solely responsible for the storage, removal, and disposal of any excess or unused quantities of chemicals and materials which Contractor causes to be brought to the Work site.

13.04 Generated Wastes: Unless Company and Contractor expressly agree otherwise in writing, Contractor and its subcontractors shall be solely responsible for any wastes generated in the course of the Work, and Contractor shall handle, store, and dispose of such wastes in accordance with any Applicable Laws.

13.05 Survival: The obligations set forth in this Article shall survive termination or expiration of this Agreement.

ARTICLE 14 INSURANCE

14.01 Contractor's Insurance Obligation: For the entire duration of the Agreement, Contractor shall provide and maintain, and shall require any of its subcontractors to provide and maintain, the following insurance (and, except with regard to Workers' Compensation, naming Company as additional insured and waiving rights of subrogation against Company and Company's insurance carrier(s)), and Contractor shall submit evidence of such coverage(s) of Contractor to Company prior to the start of the Work and, furthermore, Contractor shall notify Company, prior to the commencement of any Work pursuant to any Statement of Work and/or Purchase Order, of any threatened, pending and/or paid off claims to third parties, individually or in the aggregate, which otherwise affects the availability of the limits of such coverage(s) inuring to the benefit of Company as hereinafter specified:

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

- 2) Employer's Liability (Coverage B) with minimum limits of One Million Dollars (\$1,000,000) Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee;
 - 3) Thirty (30) Day Cancellation Clause; and
 - 4) Broad Form All States Endorsement.
- (b) Commercial General Liability Policy, which shall have minimum limits of One Million Dollars (\$1,000,000) each occurrence; One Million Dollars (\$1,000,000) Products/Completed Operations Aggregate each occurrence; One Million Dollars (\$1,000,000) Personal and Advertising Injury each occurrence, in all cases subject to Two Million Dollars (\$2,000,000) in the General Aggregate for all such claims, and including:
- 1) Thirty (30) Day Cancellation Clause;
 - 2) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Contractor under this Agreement;
 - 3) Broad Form Property Damage; and
 - 4) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).
- (c) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of One Million Dollars (\$1,000,000) each occurrence with respect to Contractor's vehicles assigned to or used in performance of Work under this Agreement.
- (d) Umbrella/Excess Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence; Two Million Dollars (\$2,000,000) aggregate, to apply to employer's liability, commercial general liability, and automobile liability.
- (e) To the extent applicable, if any fixed wing or rotor craft aircraft will be used by Contractor in performing the Work, Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of Five Million Dollars (\$5,000,000) including passenger liability coverage.
- (f) To the extent applicable, if engineering or other professional services will be separately provided by Contractor as specified in the Statements of Work, then Professional Liability Insurance with limits of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, which insurance shall be either on an occurrence basis or on a claims made basis (with a retroactive date satisfactory to Company).

14.02 Quality of Insurance Coverage: The above policies to be provided by Contractor shall be written by insurance companies which are both licensed to do business in the state where the Work will be performed and either satisfactory to Company or having a Best Rating of not less than "A-". These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Contractor and the insurance carrier. Evidence of coverage, notification of cancellation or other changes shall be mailed to: Attention: Manager, Supply Chain, E.ON U.S. Services Inc., P.O. Box 32020, Louisville, Kentucky 40232.

14.03 Implication of Insurance: Company reserves the right to request and receive a summary of coverage of any of the above policies or endorsements; however, Company shall not be obligated to review any of Contractor's certificates of insurance, insurance policies, or endorsements, or to advise Contractor of any deficiencies in such documents. Any receipt of such documents or their review by Company shall not relieve Contractor from or be deemed a waiver of Company's rights to insist on strict fulfillment of Contractor's obligations under this Agreement.

14.04 Other Notices: Contractor shall provide notice of any accidents or claims at the Work site to Company's Manager, Risk Management at E.ON U.S. Services Inc., P.O. Box 32030, Louisville, Kentucky 40232 and Company's site authorized representative.

ARTICLE 15 WARRANTIES

Contractor warrants that:

- (a) the Work will conform to any applicable Statement of Work and/or Purchase Order; and any materials supplied in connection therewith shall be new, unused and free from defect;

- (b) the Work will be suitable for the purposes specified by Company and will conform to each statement, representation and description made by Contractor to Company;
- (c) the Work is not and shall not be subject to any encumbrance, lien, security interest, patent, copyright or trademark claims, infringements, or other defects in title; and
- (d) any labor or services performed pursuant to this Agreement shall be performed in a competent, diligent, and timely manner in accordance with the highest professionally accepted standards.

Contractor shall respond in writing to any warranty claim by Company within five (5) business days of the delivery of notice of such claim to Contractor. All such warranties shall, in no case, be less than 18 months after Company's notice of substantial completion of the Work or 12 months after the commencement of regular use by Company of all components and/or systems comprising the Work, as applicable, whichever occurs first; *provided, however*, that any specific warranties, whether of performance, fitness for any particular purpose or intended purposes, merchantability or otherwise, that are in excess of such time periods, as may be agreed by and between Contractor and Company in any Statement of Work and/or Purchase Order, shall govern notwithstanding any terms to the contrary contained in this Agreement.

ARTICLE 16 OWNERSHIP OF INTELLECTUAL PROPERTY; PATENTS

16.01 Ownership: All inventions, discoveries, processes, methods, designs, drawings, blueprints, information, software, works of authorship and know-how, or the like, whether or not patentable or copyrightable (collectively, "Intellectual Property"), which Contractor conceives, develops, or begins to develop, either alone or in conjunction with Company or others, with respect to the Work, shall be "work made for hire" and the sole and exclusive property of Company. Upon request, Contractor shall promptly execute all applications, assignments and other documents that Company shall deem necessary to apply for and obtain letters patent of the United States and/or copyright registration for the Intellectual Property and in order to evidence Company's sole ownership thereof.

16.02 Royalties and License Fees: Contractor shall pay all royalties and license fees which may be payable on account of the Work or any part thereof. In case any part of the Work is held in any suit to constitute infringement and its use is enjoined, Contractor within a reasonable time shall, at the election of Company, and in addition to Contractor's obligations under Article 12, either (a) secure for Company the perpetual right to continue the use of such part of the Work by procuring for Company a royalty-free license or such other permission as will enable Contractor to secure the suspension of any injunction, or (b) replace at Contractor's own expense such part of the Work with a non-infringing part or modify it so that it becomes non-infringing (in either case with changes in functionality that are acceptable to Company).

ARTICLE 17 RELEASE AND INDEMNITY REGARDING LIENS

Contractor hereby releases and/or waives for itself and its successors in interest, and for all subcontractors and their successors in interest, any and all claims or right of mechanics or any other type of lien to assert and/or file upon Company's or any other party's property, the Work, or any part thereof as a result of performing the Work. Contractor shall execute and deliver to Company such documents as may be required by Applicable Laws (i.e., partial and/or final waivers of liens and/or affidavits of indemnification) to make this release effective and shall give all required notices to subcontractors with respect to ensuring the effectiveness of the foregoing releases against those parties. Contractor shall secure the removal of any lien that Contractor has agreed to release in this Article within five (5) working days of receipt of written notice from Company to remove such lien. If not timely removed, Company may remove the lien and charge all costs and expenses including legal fees (for inside and/or outside legal counsel) to Contractor including, without limitation, the costs of bonding off such lien. Company, in its sole discretion, expressly reserves the right to off-set and/or retain any reasonable amount due to Contractor from payment of any one or more of Contractor's invoices upon Company having actual knowledge of any threatened and/or filed liens and/or encumbrances that may be asserted and/or filed by any subcontractor, materialman, independent contractor and/or third party with respect to the Work, with final payment being made by Company only upon verification that such threatened and/or filed liens and/or encumbrances have been irrevocably satisfied, settled, resolved and/or released (as applicable), and/or that any known payment disputes concerning the Work involving Contractor and any of its subcontractors, agents and/or representatives have

been resolved so that no actions, liens and/or encumbrances of any kind or nature will be filed against Company and/or Company's property.

ARTICLE 18 ASSIGNMENT OF AGREEMENT; SUBCONTRACTING

Upon prior written notice given to Company, Contractor shall not, by operation of law or otherwise, assign and/or subcontract any part of the Work or this Agreement without Company's prior written approval. Such approval, if given by Company, shall not relieve Contractor from full responsibility for the fulfillment of any and all obligations under this Agreement. Under any and all circumstances, any permitted assignee of Contractor, whether or not such assignee shall be a division, subsidiary and/or affiliate entity of Contractor, shall also be fully bound by the terms of this Agreement and, furthermore, upon request by Company, each of Contractor and its permitted assignee shall provide sufficient financial information, as determined by Company in its sole discretion, necessary to validate such assignee's credit worthiness and ability to perform under this Agreement.

ARTICLE 19 INVOICES AND EFFECT OF PAYMENTS

19.01 Invoices: Within a reasonable period of time following the end of each calendar month or other agreed period, Contractor shall submit an invoice to Company that complies with this Article 19. Payments shall be made within forty-five (45) days of Company's receipt of Contractor's proper invoice and, in the event that Company's payment is overdue, Contractor shall promptly provide Company with a notice that such payment is overdue. Contractor's invoices shall designate the extent to which E.ON U.S. Services Inc. or any of its Affiliates is the responsible party. Such invoices shall reference the contract number and shall also show labor, material and taxes paid (including without limitation sales and use taxes); retainers to the extent as may be specified in the Purchase Order, Statement of Work and/or other contractual documentation, or otherwise pursuant to Article 17; duties, fees and other assessments imposed by governmental authorities; freight; and all other charges (including without limitation equipment rental) as separate items. All invoices shall be submitted with supporting documentation and in acceptable form and quality to Company's authorized representative. Should Company dispute any invoice for any reason, payment on such invoice shall be made within thirty (30) days after the dispute resolution. Payment of the invoice shall not release Contractor from any of its obligations hereunder including, but not limited to, its warranty and indemnity obligations. Invoices shall not be delivered with goods, but all correspondence and packages related to this Agreement shall reference the contract number assigned by Company.

19.02 Taxes: If Company provides Contractor with an exemption certificate demonstrating an exemption from sales or use taxes in Kentucky, then Contractor shall not withhold or pay Kentucky sales or use taxes to the extent such exemption certificate applies to the Work (such exemption does not and shall not apply to any materials consumed by Contractor in performing the Work). Contractor agrees that it shall not rely upon Company's direct pay authorization in not withholding or paying Kentucky sales or use taxes. If Company does not provide Contractor with an exemption certificate demonstrating an exemption from sales or use taxes in Kentucky, Contractor shall be solely responsible for paying all appropriate sales, use, and other taxes and duties to (including without limitation sales or use tax with respect to materials purchased and consumed in connection with the Work), as well as filing appropriate returns with the appropriate authorities. To the extent specifically included in the Contract Price, Contractor shall bill Company for and Company shall pay Contractor all such taxes and duties, but Company shall in no event be obligated for taxes and duties not specifically included in the Contract Price or for interest or penalties arising out of Contractor's failure to comply with its obligations under this Article 19.

19.03 Billing of Additional Work: All claims for payments of additions to the Contract Price shall be shown on separate Contractor's invoices and must refer to the specific change order or written authorization issued by Company as a condition to being considered for payment.

19.04 Effect of Payments/Offset: No payments shall be considered as evidence of the performance of or acceptance of the Work, either in whole or in part, and all payments are subject to deduction for loss, damage, costs or expenses for which Contractor may be liable under any Purchase Order and/or Statement of Work and are set-off hereunder. In addition to Company's right of off-set for threatened and/or filed liens and/or encumbrances, and/or with respect to payment disputes pursuant to Article 17 or otherwise, Company, without waiver or limitation of any rights or remedies of Company,

shall be entitled from time to time to deduct and/or retain from any and all amounts owing by Company to Contractor in connection with this Agreement or with respect to any other contract with Company any and all amounts owed by Contractor to Company in connection with this Agreement or any other contract with Company.

19.05 Evidence of Payment to Subcontractors: Contractor shall, if requested by Company, furnish Company with waivers of lien and/or certificates showing names of Contractor's suppliers and subcontractors hereunder, and certifying to Company that said suppliers and subcontractors have been paid in full.

ARTICLE 20 ROUTING OF SHIPMENTS

Company shall have the option of specifying the routing of shipments. If freight is included in the Contract Price, and such specified routing increases Contractor's shipping costs, Contractor shall immediately so notify Company, and should Company still specify the more expensive routing, then Company shall reimburse Contractor for the increase actually incurred thereby.

ARTICLE 21 TERM AND TERMINATION

21.01 Term: This Agreement shall commence on the Effective Date and shall survive in full force and effect until terminated as set forth below and/or otherwise, solely with respect to any Statement of Work and/or Purchase Order, terminate consistent with the specified expiration date as may be stated in any Statement of Work and/or Purchase Order by and between Contractor and Company notwithstanding any terms and conditions to the contrary in this Agreement. A termination under this Article 21 based on certain Work shall only apply to the Statement of Work and/or Purchase Order that covers such Work. Any Statements of Work and/or Purchase Orders that do not relate to such Work shall not be affected by such a termination.

21.02 Termination for Contractor's Breach: If the Work to be done under this Agreement shall be abandoned by Contractor, if this Agreement or any portion thereof shall be assigned by operation of law or otherwise, if the Work or any portion thereof is sublet by Contractor without the permission of Company, if Contractor is placed in bankruptcy, or if a receiver be appointed for its properties and/or assets, if Contractor shall make an assignment for the benefit of creditors, if at any time the necessary progress of Work is not being maintained, or if Contractor is violating any of the conditions or agreements of this Agreement, or has executed this Agreement in bad faith, Company may, without prejudice to any other rights or remedies it may have as a result thereof, notify Contractor to discontinue any or all of the Work and terminate this Agreement in whole or part. In the event that Section 365(a) of the Bankruptcy Code or some successor law gives Contractor as debtor-in-possession the right to either accept or reject this Agreement, then Contractor agrees to file an appropriate motion with the Bankruptcy Court to either accept or reject this Agreement within twenty (20) days of the entry of the Order for Relief in the bankruptcy proceeding. Contractor and Company acknowledge and agree that said twenty (20) day period is reasonable under the circumstances. Contractor and Company also agree that if Company has not received notice that Contractor has filed a motion with the Bankruptcy Court to accept or reject this Agreement within said twenty (20) day period, then Company may file a motion with the Bankruptcy Court asking that this Agreement be accepted or rejected, and Contractor shall not oppose such motion.

21.03 Effect of Termination for Contractor's Breach: From the effective date of such termination notice, Contractor and/or its subcontractors shall vacate the site, whereupon Company shall have the right but not the obligation to take possession of the Work wherever located, and Contractor shall cooperate with Company and cause Contractor's subcontractors to cooperate with Company so that Company can effect such possession. In obtaining replacement services, Company shall not be required to request multiple bids or obtain the lowest figures for completing the Work and may make such expenditures as shall best accomplish such completion and are reasonable given the circumstances. The expenses of completing the Work in excess of the unpaid portion of the Contract Price, together with any damages suffered by Company, shall be paid by Contractor, and Company shall have the right to set off such amounts from amounts due to Contractor.

21.04 Termination for Company's Convenience: Company may terminate this Agreement or one or more Statements of Work in whole or in part for its own convenience by thirty (30) days' written

notice at any time. In such event, Company shall pay Contractor all direct labor and material costs incurred on the Work that is subject to such termination prior to such notice, plus any reasonable unavoidable cancellation costs which Contractor may incur as a result of such termination, plus indirect costs or overhead on the portion of the Work completed, computed in accordance with generally accepted accounting principles less salvage value. As an alternative to salvage value reduction, Company shall have the right in its sole discretion to take possession of all or part of the Work.

ARTICLE 22 LIABILITY OF AFFILIATES

Any and all liabilities of E.ON U.S. Services Inc. and/or its Affiliates under this Agreement shall be several but not joint.

ARTICLE 23 PUBLICITY

Contractor shall not issue news releases, publicize or issue advertising pertaining to the Work or this Agreement without first obtaining the written approval of Company.

ARTICLE 24 CONFIDENTIAL INFORMATION

All information relating to the Work or the business of Company including, but not limited to, drawings and specifications relating to the Work, and customer information, shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of the Work or as authorized in writing by Company. In the event that the Contractor assigns the work to one or more subcontractors, a signed confidentiality agreement between the Contractor and each subcontractor(s) will be provided to the Company prior to the provision of any information described in the immediately preceding sentence or the performance of any Work by the subcontractor. All drawings, specifications or documents furnished by Company to Contractor or developed in connection with the Work shall either be destroyed or returned to Company (including any copies thereof) upon request at any time.

ARTICLE 25 MISCELLANEOUS

25.01 Waiver: No waiver by Company of any provision herein or of a breach of any provision shall constitute a waiver of any other breach or of any other provision.

25.02 Headings: The headings of Articles, Sections, Paragraphs, and other parts of this Agreement are for convenience only and do not define, limit, or construe the contents thereof.

25.03 Severability: If any provision of this Agreement shall be held invalid under law, such invalidity shall not affect any other provision or provisions hereof which are otherwise valid.

25.04 State Law Governing Agreement; Consent to Jurisdiction: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of laws. The site of any legal actions between the parties shall be held in state and/or federal court in Louisville, Jefferson County, Kentucky.

25.05 Enforcement of Rights: Company shall have the right to recover from Contractor all expenses, including but not limited to fees for and expenses of inside and/or outside counsel hired by Company, arising out of Contractor's breach of this Agreement or any other action by Company to enforce or defend Company's rights hereunder.

25.06 No Third Party Beneficiaries: Except for Contractor and Company, there are no intended third party beneficiaries of this Agreement and none may rely on this Agreement in making a claim against Company.

25.07 Notices: All notices and communications respecting this Agreement shall be in writing, shall be identified by the contract number, shall be designated for E.ON U.S. Services Inc., or the appropriate Affiliate, and shall be addressed as follows (which address either party may change upon five (5) days prior notice to the other party).

To Company:
E.ON U.S. Services Inc.
Attn: Manager, Supply Chain
P.O. Box 32020
Louisville, Kentucky 40232

To Contractor:
Brown Wood Preserving Company, Inc.
6201 Camp Ground Road
Louisville, KY 40216

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.


COMPANY:

CONTRACTOR:

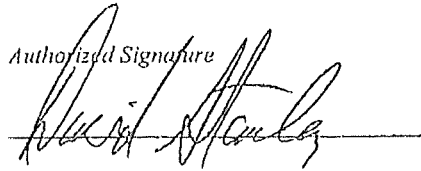
E.ON U.S. SERVICES INC.

Brown Wood Preserving Co. Inc.

Authorized Signature


Name (Please Print)

Authorized Signature


Name (Please Print)

Larry Koppole

DAVID STANLEY

Title

Mgr. Supply Chain

Title

PRESIDENT

Date

3-10-2010

Date

3-11-2010

ATTACHMENTS: (i) Copy of Company's Contractor/Subcontractor Safety Program; (ii) Drug Testing Program; and (iii) Contractor's Code of Business Conduct

N:\Cooper\Procurement Forms\FINAL FOR PUBLICATION GSA DHC Rev 08.19.09.doc

Attachment C
Schedule A

Internal Identification Number (IIN)	Height & Class	Species & Treatment	Treated Pole Price	A.W. Williams Inspection	Cost of Delivery	Price to E.on U.S.
1196401	30' class 4	Southern Yellow Pine - CCA ET				
7002367	30' class 6	Southern Yellow Pine - CCA ET				
7002369	35' class 4	Southern Yellow Pine - CCA ET				
7002370	35' class 5	Southern Yellow Pine - CCA ET				
7002371	40' class 1	Southern Yellow Pine - CCA ET				
7002372	40' class 2	Southern Yellow Pine - CCA ET				
7004448	40' class 3	Southern Yellow Pine - CCA ET				
7002373	40' class 4	Southern Yellow Pine - CCA ET				
7002374	45' class 1	Southern Yellow Pine - CCA ET				
7002375	45' class 2	Southern Yellow Pine - CCA ET				
7002376	45' class 3	Southern Yellow Pine - CCA ET				
7002377	45' class 4	Southern Yellow Pine - CCA ET				
7002378	50' class 1	Southern Yellow Pine - CCA ET				
7002379	50' class 2	Southern Yellow Pine - CCA ET				
7002380	50' class 3	Southern Yellow Pine - CCA ET				
7002381	55' class 1	Southern Yellow Pine - CCA ET				
7002382	55' class 2	Southern Yellow Pine - CCA ET				
7002383	55' class 3	Southern Yellow Pine - CCA ET				
7002384	60' class 1	Southern Yellow Pine - CCA ET				
7002385	60' class 2	Southern Yellow Pine - CCA ET				
7002386	65' class 1	Southern Yellow Pine - CCA ET				
7001395	65' class 1	Douglas Fir - Penta				
7005006	65' class 2	Southern Yellow Pine - CCA ET				
7001394	65' class 2	Douglas Fir - Penta				
1196851	65' class H2	Douglas Fir - Penta				
1196843	65' class H1	Douglas Fir - Penta				
7002388	70' class 1	Southern Yellow Pine - CCA ET				
7001397	70' class 1	Douglas Fir - Penta				
7002389	70' class 2	Southern Yellow Pine - CCA ET				
7001396	70' class 2	Douglas Fir - Penta				
1197860	70' class H3	Douglas Fir - Penta				
1196878	70' class H2	Douglas Fir - Penta				
1247686	70' class H1	Douglas Fir - Penta				
7002390	75' class 1	Southern Yellow Pine - CCA ET				
7001399	75' class 1	Douglas Fir - Penta				
7002391	75' class 2	Southern Yellow Pine - CCA ET				
7001398	75' class 2	Douglas Fir - Penta				
1197127	75' class H3	Douglas Fir - Penta				
1197843	75' class H2	Douglas Fir - Penta				
1247678	75' class H1	Douglas Fir - Penta				
7002392	80' class 1	Southern Yellow Pine - CCA ET				
7001400	80' class 1	Douglas Fir - Penta				
7006444	80' class 2	Southern Yellow Pine - CCA ET				
7003224	80' class 2	Douglas Fir - Penta				
1247643	80' class H4	Douglas Fir - Penta				
1197119	80' class H3	Douglas Fir - Penta				
1197101	80' class H2	Douglas Fir - Penta				
7006589	80' class H1	Douglas Fir - Penta				
1247627	85' class H4	Douglas Fir - Penta				
1197094	85' class H3	Douglas Fir - Penta				
1197086	85' class H2	Douglas Fir - Penta				
7006590	85' class H1	Douglas Fir - Penta				
7002393	85' class 1	Douglas Fir - Penta				
7004344	85' class 2	Douglas Fir - Penta				
1247601	90' class H4	Douglas Fir - Penta				
1247619	90' class H3	Douglas Fir - Penta				
1197078	90' class H2	Douglas Fir - Penta				
7006591	90' class H1	Douglas Fir - Penta				
7002394	90' class 1	Douglas Fir - Penta				
1247794	95' class H5	Douglas Fir - Penta				

Attachment C
Schedule A

Internal Identification Number (IIN)	Height & Class	Species & Treatment	Treated Pole Price	A.W. Williams Inspection	Cost of Delivery	Price to E.on U.S.
1247594	95' class H4	Douglas Fir - Penta				
1197043	95' class H3	Douglas Fir - Penta				
1197051	95' class H2	Douglas Fir - Penta				
7006592	95' class H1	Douglas Fir - Penta				
7002395	95' class 1	Douglas Fir - Penta				
1247543	100' class H5	Douglas Fir - Penta				
1197019	100' class H4	Douglas Fir - Penta				
1197027	100' class H3	Douglas Fir - Penta				
1196643	100' class H2	Douglas Fir - Penta				
1197035	100' class H1	Douglas Fir - Penta				
7001404	100' class 1	Douglas Fir - Penta				
7002481	Anchor, Log, 10"X6'	Southern Yellow Pine - CCA				
7002482	Anchor, Log, 12"X10'	Southern Yellow Pine - CCA				

**Brown Wood Preserving Co., Inc
Diesel Fuel Surcharge Calculation**

Diesel Fuel Surcharge Calculation is based on the "Weekly On-Highway Diesel Prices" report published by the Energy Information Administration (EIA). The U.S. average is used as basis. The prices are in dollars per gallon, including taxes. Price [REDACTED] the date of 9/28/2009 will be the basis for this surcharge calculations

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

1. Truck Freight

Surcharge on the diesel fuel used by trucks to deliver poles. This surcharge affects all loads shipped.

Truck Freight Surcharge Calculation	
Freight surcharge is calculated by taking round trip miles from shipping point Kennedy, AL to Louisville, KY. This distance is divided by 5 (standard miles per gallon an over the road truck typically gets) to come up with gallons of diesel used to make delivery. Gallons of diesel used is multiplied by the increase/decrease of EIA weekly report price.	
Example	
EIA price [REDACTED] 9/28/2009	EIA price on 04/14/2010 \$3.10 (This is an example not actual EIA price)
Kennedy, AL to Louisville, KY - 425 Miles or 850 round trip miles.	
850 miles round trip miles Kennedy, AL to Louisville, KY divided by 5 miles to gallon = 170 gallon of diesel used	
\$3.10 [REDACTED]	increase per gallon in price of diesel fuel per EIA weekly report
170 gallons of diesel used multiplied by [REDACTED] change in EIA price = [REDACTED] per load Increase ²	
Cubic Foot per load is 775. [REDACTED] Cubic Foot increase per pole due to Diesel fuel increase	

¹ If diesel prices drop, freight charge will decrease by same formula.

2. CCA-ET Poles

Surcharge calculations for CCA and E-T oil used in the treatment of CCA-ET poles.

CCA-ET Pole Surcharge Calculation	
CCA-ET poles are treated with two different concentrates: CCA and E-T Oil. CCA poles by specification must have .60 lbs of CCA per cft. E-T oil by specification must have 1 lbs of oil on the outer 1 inch of pole. CCA escalation/deescalation is calculated by multiplying cubic foot of pole by .60 = lbs of CCA in pole. Invoice change from vendor of a pound of CCA multiplied by lbs of CCA per pole. E-T is calculated the same way. 1 lbs of E-T Oil on outer inch of pole works out very close to .60 lbs per cft. Invoice from Arch Wood Protection will be used as basis for CCA and E-T. CCA basis is [REDACTED] E-T basis is [REDACTED]	
Example	
4/40 - 18.4 cubic foot per piece.	
CCA chemical falls from [REDACTED]	\$1.65
[REDACTED] change in Arch Chemical price of CCA	
18.4X.6=11.04 lbs of CCA in 4/40. 11.04X [REDACTED] decrease in price of 4/40	
E-T Oil escalation/de-escalation would be calculated same as CCA	

3. Timber

Timber Calculation

Timber component calculation is based on most current Southern Pressure Treaters Association (SPTA) Quarterly Raw Pole Cost Report. The base will be the 2nd quarter 2009 \$/Ton for Tree Length Barkles [REDACTED] cost of CCA-ET pole is raw wood cost. Adjustments in purchase price of poles will be calculated by following formula: $T * PO * ((T2-T1)/T2)$ where T base percentage is [REDACTED] and T1 base price index is [REDACTED]

Example

4/40 - PO price [REDACTED]. Timber percentage of pole cost is [REDACTED] SPTA 2nd quarter Raw Pole Cost [REDACTED] PTA 2010 4th quarter Raw Pole Cost : [REDACTED] increase in price of 4/40

CONTRACT

This Contract ("Contract") is entered into, effective as of January 15, 2008, between Kentucky Utilities Company, (hereinafter referred to as "KU") a Kentucky Corporation), whose address is 820 West Broadway, Louisville, Kentucky 40202, and Brownstown Electric Supply Co, Inc. (hereinafter referred to as "Contractor") whose address is 690 E. State Road 250, Post Office Box L, Brownstown, Indiana 47220.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1.0 GENERAL

Contractor shall perform the following services which are more specifically described in Article 2.0 (hereinafter referred to as the "Work") and Company shall compensate the Contractor for the Work, under all the terms and conditions hereof:

- 1.1 Provide all services (including receipt of orders, picking, staging and delivery of material, applicable data entry) associated with shipping of electric materials to KU Operations Centers from the Contractor warehouses.
- 1.2 Provide on site warehouse and logistics services for any and all Company storerooms or Contractor Yards and to supplement staffing levels on an as needed basis.
- 1.3 Provide the Maintenance, Repair and Operating (MRO) Electrical T & D materials as required by the Company.

2.0 SCOPE OF WORK

Contractor shall provide all services associated with shipping of MRO electric materials to Company from Contractor's warehouse facilities. Except as otherwise expressly provided herein, Contractor shall supply all labor, supervision, materials, equipment, and tools and warehousing, and shall pay all expenses, necessary or appropriate in the performance of the Work. Contractor shall provide the following services:

2.1 Safety

2.1.1 Passport - The Contractor shall be "Passport" certified before performing work on CUSTOMER property. "Passport" is an instructional general safety training session designed to orient new contractors to the CUSTOMER safety environment, rules, and culture. Contractor shall participate in Company's Passport Safety Program and provide Monthly Passport reporting as required by Company safety policies.

2.1.2 Forklift certified - All warehouse employees of the contractor shall be certified to operate forklifts.

2.1.3 Personal Protective Equipment - Contractor shall use required PPE at all times when performing work on CUSTOMER property.

2.1.4 Drug and Alcohol Testing - Contractor shall participate in a Random Drug and Alcohol Testing Program which meets KU requirements.

2.1.5 Contractor shall abide by all CUSTOMER safety regulations.

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2.1.6 Contractor shall report to Customer any hazardous conditions such as, asbestos, PCBs, hazardous waste, etc., before proceeding with the Work. In the event Contractor may come in contact with insulation, gasket material, packing, roofing, siding, floor tile, roof tile or any similar material that has the potential to be asbestos, Contractor shall stop work immediately and contact Customer's supervisor in charge of the work. If the supervisor in charge of the work cannot be reached, Contractor shall contact the designated supervisor or shift supervisor and wait for proper instructions before resuming work.

2.2 Material Inventory

Contractor shall keep adequate inventory levels of all items on Schedule A to support all Customer activities. Inventory levels will be mutually agreed upon between Customer and Contractor.

2.2.1 Schedule A

Attached - Schedule A is a list of items CUSTOMER requests Contractor to keep in stock in mutually agreed quantities. Prices on Schedule A shall be firm for a minimum of 90 day except for wire and cable. Wire and cable prices will be firm for a minimum period of 30 days. Contractor shall supply any one or more of the approved manufacturer parts per each CUSTOMER Internal Identification Number (IIN). Contractor shall not supply a part or a part from a manufacturer not listed in the approved manufacturers/ manufacturer part numbers without prior approval of Customer.

2.2.2 Storm Inventory

Contractor and Company will mutually agree upon material designated as "Storm Stock" in case of a storm event or other disaster anywhere in Customer's service territory. Contractor shall keep agreed storm stock material on hand.

2.2.3 Contractor Sourcing

Contractor shall receive orders for items other than those agreed and stocked on Schedule A. These items will be subject to manufacturer lead times. Contractor will report the lead time and estimated delivery date on the KU monthly backorder reports.

2.3 Material Delivery

2.3.1 EDI

Contractor shall receive orders via EDI and invoice via EDI. Contractor agrees and acknowledges receipt of Customer EDI Trading Partner Agreement. Said agreement is part of this agreement as ADDENDUM D.

2.3.2 Bar Code

Contractor shall submit packing documents with bar codes for PO #, IIN, and Quantities as per Attachment I.

2.3.2 Kentucky Utilities (KU) Weekly Delivery - Contractor shall develop a weekly "milk run" to all 23 KU warehouse locations. Contractor shall develop a process to deliver, unload, and safely and securely stage material at each location even if the location is un-staffed.

2.3.3 KU (Minor Exempt) - Contractor shall provide and maintain an internet ordering process to provide a low transactional cost method/process to manage, deliver, and stock KU minor exempt materials bi-weekly.

2.3.4 Job Trailers - Larger projects will be "kitted" in a job trailer. Upon Customer request, Contractor will pick, stage, lock, and secure in an enclosed box trailer, and deliver to a job site. Contractor shall furnish and maintain trailers for this use. Material shall be staged on the trailer by the Contractor with the first used as the last loaded. All job trailers must have CUSTOMER

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supplied OSHA approved steps for safe entry and exit of trailer. Contractor will be responsible for maintaining steps.

2.3.5 Misc. Transfers

Contractor shall transfer materials between Customer facilities at no additional costs to customer.

2.4 Manage Warehouses / Warehouse Support

Contractor shall supply all labor, supervision, equipment, tools, and shall pay all expenses, necessary or appropriate in the performance of the managing and supporting warehouses as directed by Customer. These services include but not limited to the following See Schedule C1:

- On site Contractor personnel shall possess a CDL license when required.
- Contractor must be licensed to do business in the Commonwealth of Kentucky.
- Contractor hiring procedures must meet or exceed all Federal, State and Local requirements and include background checks and Drug Screening of all potential employees working on Customer premises.
- Supervision and/or management for employees must be provided on-site where necessary.
- Receive materials at the warehouse dock or site;
- Verify the received materials with the shipping manifest;
- Store the material in the correct location;
- Perform data entry in the Oracle system verifying receipt of material;
- Perform physical counting of material contained in the warehouse;
- Perform weekly inventory counting of distribution poles – and maintain and replenish stock as authorized by Customer warehouse supervisors.
- Pick and issue or return material systematically or will call as requested by Customer,, perform data entry into Customer's Oracle system confirming receipt or return of the requested material;
- Monitor and replenish material for KU minor exempt at Midway, Richmond, London, Maysville, Paris, Mt. Sterling, Winchester, Shelbyville, Carrollton, and Stone Road storeroom facilities;
- Monitor the central return area at each of Customer's service centers for returns of material;
- Perform other miscellaneous warehouse duties at any and all Customer's storeroom locations as requested by Customer; and
- Transport material to and between Customer locations.
- **Storm Support**
Contractor shall provide labor 24/7 for emergency storm or other outage events as described in Schedule C.
- **Large Transformer Delivery**
Contractor shall supply all properly certified labor, supervision, equipment, tools, and shall pay all expenses, necessary or appropriate in the performance of emergency

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delivery of large 3Ø pad mounted transformers. This service shall be available 24/7 and include a truck capable of safely transporting up to a 2000 KVA pad mounted transformer (13,500 lbs). The truck shall be headquartered at the KU Stone Road facility and be available daily for hauling any material.

2.4.1 A list of any subcontractors performing Work must be provided to Customer. No subcontractor shall enter Customer property without the written notice Contractor shall notify the Company of all subcontractors to be utilized in performance of Work at least forty-eight (48) hours prior to start of Work. Subcontractors will be denied access to Company facilities without the required notification. See the Article titled "Assignment of Agreement; Subcontracting" in the General Services Agreement. Customer reserves the right to refuse a subcontractor for any reason.

2.4.2 Where necessary for performance of the Work, Customer will furnish to Contractor, without cost to Contractor, the following items in connection with performance of the Work:

- Oracle terminal and remote access into Customer's Oracle system;
- Printer connected to the Oracle terminal;
- Security access to applicable Customer sites;
- Material handling equipment at the storerooms;
- Vehicles at the storeroom locations for use only within those locations;
- Storage containers (Tubs) currently used at Customer warehouses;
- Use of Customer scrap disposal contract, including the staging of scrap dumpsters at the Contractor site.

The scope referenced is not binding on the Company, nor is it binding on the Company to assign all or any part of the Work exclusively to the Contractor. Contractor is expected to provide the necessary expertise, labor and equipment to fulfill Company's needs throughout the entire Customer service territory or as contracted for a specific region.

3.0 TERM

This Contract shall become effective January 15, 2008 and continue through January 15, 2013, unless terminated earlier in accordance with Article 21 of the General Services Agreement. LG&E makes no promise or guarantee as to the amount of Work to be performed under this Contract, nor does it convey an exclusive right to the Contractor to perform Work of the type or nature set forth in this Contract.

4.0 PERFORMANCE SCHEDULE

4.1 Emergency Work – some work may be of an emergency nature. Contractor shall commence performance Work designated by Company at jobsite within 1 hour after receiving notice to proceed from Company and shall complete Work as soon as possible after commencement of Work.

4.2 Contractor shall develop a weekly "milk run" to all 23 KU warehouse locations.

4.3 Requirements that are not met, i.e. short, miss-picked, if determined by Customer to be immediately required, shall be filled by Contractor in 2 hours or less.

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5.0 TERMS AND CONDITIONS

5.1 The General Services Agreement, attached hereto as **Addendum A**, the Confidentiality Agreement **Addendum B**, the Electronic Data Interchange Trading Partners Agreement **Addendum D**, and the Security Agreement **Addendum C** attached hereto are incorporated by this reference and made a part of this Contract. In case of a conflict between or within the General Services Agreement, the terms of this Contract and/or any attachment, Customer shall resolve such conflict, and Customer's resolution shall be binding on Contractor.

6.0 SPECIFIC REPORTING REQUIREMENTS

6.1 Contractor agrees to submit the following reports to Customer:

6.1.1 KU Minor Exempt Spend (quarterly) – Contractor shall report spend amounts and purchase quantities per IIN, per Minor Exempt location.

6.1.2 Price updates (quarterly) – Contractor shall maintain firm pricing on all items on Schedule A for a minimum of 90 days with exception of wire and cable. KU price update reports shall include: Blanket #, Blanket line #, IIN, unit of measure, previous 12 month rolling purchase quantity, previous period price, and current period price.

6.1.3 Price updates (monthly) – Contractor shall maintain firm pricing on all wire and cable items on Schedule A for a minimum of 30 days. KU price update reports to include: Blanket #, Blanket line #, IIN, unit of measure, previous 12 month rolling purchase quantity, previous period price, and current period price.

6.1.4 Women and Minority Business Enterprises (WBE & MBE) Tier 2 (quarterly) – Contractor shall report all MBE and WBE "flow through" tier two spend. Contractor shall also report first tier Veteran owned spend.

6.1.5 Dead Stock (monthly) – Contractor shall report on all inventories that has not been used or removed from the Contractor's inventory in the last 12 months. Report to include IIN, Description, Quantity on Hand, Current Price, and Last Purchase Date.

6.1.6 Back Order Report KU (monthly) – Contractor shall report on all backorders of the deliveries and previous backorders until the backorder is filled. Report to show Delivery Location, PO #, IIN, Description, Quantity on Backorder, and Expected Delivery Date.

6.1.7 Contractor shall provide data as requested by Customer to prepare a quarterly "Report Card" to measure supplier's performance in the areas of, but not limited to, safety, timeliness, cost savings, fill rate, backorders, on-time delivery, and warehouse support services performance as related to each specific warehouse. The "report card" will be mutually agreed and utilized to measure suppliers' performance and to classify any Risk/Reward parameters.

6.1.8 Contractor shall submit completed weekly timesheets for each billable Contractor employee involved in the Direct Labor Work. Weekly timesheets shall be approved by KU Material Supervisor.

6.1.9 Monthly invoicing requires detailed Job costing backup for monthly activity. (Actual Fuel Cost).

6.2 Contractor recognizes Company may request other reports. The parties shall mutually agree in writing on the frequency of reporting described in this Section 6.0; provided that Customer shall have the right to insist that such reports be submitted no less frequently than weekly.

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7.0 COMPENSATION

7.1 Compensation for the delivery of MRO materials (goods):

Contractor shall be compensated for goods delivered with the following material markup unless noted otherwise. The contractor's material markup shall include the costs of these services in Article 2.3. The Contractor's material markup shall be firm for the duration of this contract at a markup of [REDACTED] and shall be calculated by the following method:

Contractor's cost of goods X [REDACTED] Price to Customer

Note: Contractor's cost can be Contractor's average inventory costs. Contractor shall maintain adequate auditable records to support changes in Contractor actual cost of goods sold.

7.1.1 Freight Cost and Routing Instructions – Freight costs are included in Contractor's material markup. Normal delivery from Contractor's facilities, shipping terms shall be F.O.B. destination, freight prepaid and included, with carrier specified by Contractor.

7.2 Compensation for Direct On-Site labor and vehicles:

Payments for the Work described in article 2.4 shall be made to Contractor monthly by the Company with the amount of such monthly compensation equal to the amount of hours worked and billed by Contractor per Schedules C and are inclusive of all direct wage rates, fringe benefits, labor allowances, payroll taxes, insurance, small tools, consumables, expendables, overhead, profit and all other costs and expenses incurred by Contractor in performing the Work. Pricing on labor shall not be increased for 12 months following the Effective Date of this Contract; any increase thereafter shall only be effective if Contractor provides Customer with written notice of such increase at least 90 days before the beginning of the proceeding annual renewal term in which such increase would take effect. Labor price increases shall not exceed [REDACTED] any one-year term. Equipment Rates shall be firm for the term of the contract.

7.2.1 See Schedule C for Transformer Delivery Truck- monthly fee Plus mileage.

7.3 Fuel Adjustment – Each month Contractor shall invoice actual fuel costs per vehicle per Schedule C.

7.4 Extraordinary Emergency and Storm work – If Customer requests services requiring Contractor to have any of Contractor's personnel listed on the attached Schedule A-3 individually provide services to Customer for more than 45 hours in one (1) week (Sunday- Saturday), and each of the other personnel listed have worked 45 or more hours in the same week, a separate purchase order shall be issued to cover the additional time.

7.4.1 Addition or Substitution of Contractor's Personnel – In the event of a change in or addition to the positions listed as Contractor's personnel on Schedule C, any change in monthly compensation shall be by mutual written agreement between Contractor and Customer; provided that Customer shall not be required to any increase not resulting from an addition of personnel by Contractor not requested in writing by Customer.

7.5 Pricing for Changes in Scope of Work

At Customer's sole option, adjustments to the Contract Price for changes in the scope or description of work shall be on a fixed price basis as set forth in this Contract or in accordance with the Labor and Equipment Rate Schedule C.

7.6 Special Invoicing Instructions

7.6.1 Contractor shall be issued separate Purchase Orders - for services and materials.

7.6.2 Contractor shall accept credit cards for payment as requested by Customer.

7.6.3 Payment Schedule -- Net 10 days from Company's receipt date of invoice for monthly service and Minor Exempt material invoices.

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7.6.4 Payment Schedule – Net 30 days from Company's receipt date of invoice for all other material deliveries.

7.6.5 Invoices shall include Contract No. KU #452817 for services and applicable PO numbers issued for goods. Monthly invoices shall be prepared in one original for direct labor and vehicle services, distributed as follows:

Original: Kentucky Utilities Company
PO Box 32020
Louisville, Kentucky 40232
Attention: David Campbell

7.6.5.1 Monthly Material (Minor Exempt) invoices shall be emailed to appropriate KU representative.

7.6.5.2 EDI material orders shall be invoices via electronic format.

8.0 CONTINUOUS IMPROVEMENT

8.1 Contractor and Customer agree to aggressively identify and pursue continuous improvement (CI) opportunities during the course of this Contract. CI opportunities include process improvements streamlining, elimination, and introduction of new processes, at either the Contractor and/or Customer facilities. The sharing of any hard dollar savings associated with these improvements will be negotiated.

9.0 CONTRACTUAL NOTICES

In accordance with Article 25.07 of the General Services Agreement, notices shall be addressed as follows:

9.1 Company address: Kentucky Utilities Company
820 West Broadway
P.O. Box 32020
Louisville, Kentucky 40232
Supply Chain BOC2
Attn: David Campbell

David.campbell@eon-us.com
(502) 627-3581

9.2 Contractor's address: Brownstown Electric Supply Co., Inc.
Highway 250 East
Brownstown, Indiana 47220
Attn. Gregg Deck

gdeck@brownstown.com
(812) 358-8228

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10.0 ENTIRE AGREEMENT

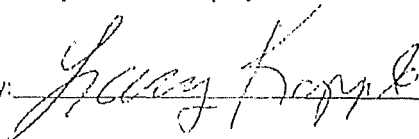
This Contract, including all the General Services Agreement and all other schedules and addenda attached hereto, constitutes the entire agreement between the parties relating to the Work and supersedes all prior or contemporaneous oral or written agreements, negotiations, understandings and statements pertaining to the Work or this Contract.

IN WITNESS WHEREOF, the parties have entered into this Contract on the date set forth above in the introductory paragraph of this Contract.

Brownstown Electric Supply Company, Inc.

Kentucky Utilities Company

By:  _____

By:  _____

Name: Gregg Deck

Name: Larry Kopple

Title: Chief Executive Officer

Title: Manager Supply Chain Distribution Operations

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**Schedule C
Labor & Equipment**

LG&E

Location	Employees	Equipment
Auburndale Operations Center	1 Storekeeper A 1 Storekeeper B	
South Service Center	1 Storekeeper A 1 Laborer	1 Pick-up

KU

Location	Employees	Equipment
Shelbyville/Carrollton Warehouse	1 Storekeeper A	1 Pick-up
Maysville/Mt. Sterling/Paris/London Warehouses	1 Storekeeper A	1 Pick-up
Lexington Stone Road Warehouse	3 Storekeeper B	1 Pick-up 1 Flatbed
Midway/Richmond/Winchester Warehouses	1 Storekeeper A	1 Pick-up

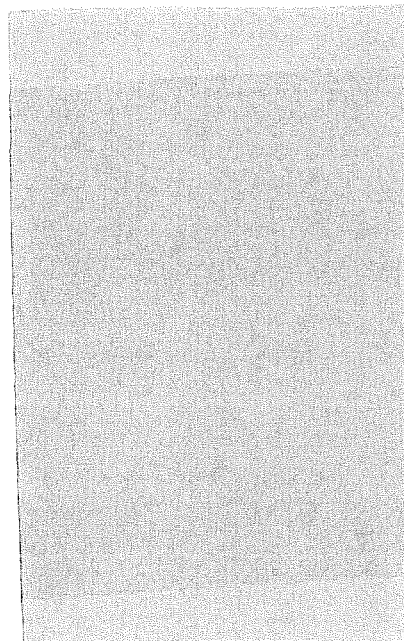
Storekeeper A
Base Rate
Total Burden & Profit
Bill Rate

Storekeeper B
Base Rate
Total Burden & Profit
Bill Rate

Laborer
Base Rate
Total Burden & Profit
Bill Rate

* **Equipment**
Bill Rate
Mileage Adder

- * Equipment Rate firm for life of contract
- * Actual fuel cost pass through added on monthly invoice



CONFIDENTIAL INFORMATION REDACTED

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ADDENDUM A

**GENERAL SERVICES AGREEMENT
E.ON U.S. SERVICES INC. AND AFFILIATES**

This General Services Agreement (this "General Services Agreement") is made this 15th day of January, 2008 by and between E.ON U.S. Services Inc. ("E.ON U.S. Servco Inc.") and its "Affiliates" (as defined below) and Brownstown Electric Supply Co, Inc. ("Contractor").

WHEREAS, Contractor desires the opportunity to provide goods and/or services to E.ON U.S. Servco Inc. and its Affiliates from time to time, and E.ON U.S. Servco Inc. and its Affiliates desire the opportunity to engage Contractor to provide such goods and/or services; and

WHEREAS, the parties intend that this General Services Agreement sets forth the exclusive set of terms and conditions which shall govern the performance of the "Work" (as defined below) by Contractor for E.ON U.S. Servco Inc. and/or any of its Affiliates should E.ON U.S. Servco Inc. and/or any of its Affiliates engage Contractor to provide Work.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

ARTICLE 1 DEFINITIONS

- 1.01 **Affiliate:** "Affiliate" shall mean any entity which, from time to time, in whole or in part, and directly or indirectly, controls, is controlled by, or under common control with E.ON U.S. Servco Inc. and shall include, without limitation, Louisville Gas and Electric Company, Kentucky Utilities Company, and Western Kentucky Energy Corp.
- 1.02 **Agreement:** "Agreement" shall mean this General Services Agreement, along with any "Statements of Work" (as defined below) issued by Company or executed by the parties in accordance with Article 2, or other agreed collateral document pursuant to which the Work is to be performed.
- 1.03 **Applicable Laws:** "Applicable Laws" shall mean any and all applicable federal, state, or local laws, regulations, codes, ordinances, administrative rules, court orders, permits or executive orders.
- 1.04 **Contract Price:** "Contract Price" shall mean the aggregate of the particular consideration set forth in one or more purchase orders or other Statements of Work or as otherwise agreed upon. Unless otherwise agreed in writing, the Contract Price includes all applicable taxes, duties, fees, and assessments of any nature, including without limitation all sales and use taxes, due to any governmental authority with respect to the Work.
- 1.05 **Contractor:** "Contractor" shall mean the entity designated as the "Contractor" in the opening paragraph of this Agreement.
- 1.06 **Company:** "Company" shall mean E.ON U.S. Servco Inc. and/or any of its Affiliates as appropriate based on which entity is the party to the applicable purchase order or other binding document. The rights and obligations of E.ON U.S. Servco Inc. and each of its Affiliates hereunder shall be limited to the extent of such party's proportionate utilization of Contractor's services hereunder.
- 1.07 **E.ON U.S. Servco Inc.:** "E.ON U.S. Servco Inc." shall mean E.ON U.S. Services Inc., a Kentucky corporation.
- 1.08 **Statements of Work:** "Statements of Work" shall mean any specifications, instructions, drawings, schedules, purchase orders, contracts, scopes of work, and/or statements of work.
- 1.09 **Work:** "Work" shall include those services and/or goods set forth in this Agreement.

ARTICLE 2 SCOPE; BINDING EFFECT

Unless otherwise agreed in a writing executed by each of the parties which evidences a clear intention to supersede this Agreement, the parties intend that this Agreement apply to all transactions which may occur between E.ON U.S. Servco Inc. and/or any of its Affiliates on one hand and Contractor on the other hand during the term of this Agreement and which are related to the provision of goods and/or services by Contractor for the benefit of E.ON U.S. Servco Inc. or any of its Affiliates. Neither E.ON U.S. Servco Inc. nor any of its Affiliates makes any commitment to Contractor as to the exclusiveness of this relationship or as to the volume, if any, of business E.ON U.S. Servco Inc. or its Affiliates will do with Contractor. The parties do, however, anticipate that the parties will agree from time to time for the performance of Work by Contractor. Such agreement for the provision of Work shall be reflected by (a) each of the parties executing a mutually acceptable Statement of Work under this Agreement or (b) Company providing a purchase order or other Statement of Work to Contractor and Contractor accepting such purchase order or other Statement of Work (including by commencing performance pursuant to such purchase order or other Statement of Work). In the event Company provides a purchase order

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or other Statement of Work to Contractor and Contractor commences performance, unless such purchase order or other Statement of Work expressly provides otherwise, Contractor hereby agrees to the formation of a binding agreement as described in the purchase order or other Statement of Work upon Contractor's commencement of performance, waives any argument that it might otherwise have under Applicable Laws that the purchase order should have been executed by each of the parties to be enforceable and further agrees to not contest the enforceability of such purchase order or other Statement of Work on those grounds, and agrees to not contest the admissibility of Company's records related to such purchase order or other Statement of Work that are kept in the ordinary course by Company. In addition, in no event shall the terms and conditions of any proposal, purchase order or other Statement of Work, acknowledgement, invoice, or other document unilaterally issued by Contractor be binding upon Company without Company's explicit written acceptance thereof. Any Work performed by Contractor without Company's binding commitment for such Work either via a duly executed or accepted purchase order or other Statement of Work under this Agreement shall be at Contractor's sole risk and expense, and Company shall have no obligation to pay for any such Work.

ARTICLE 3 CONDITIONS AND RISKS OF WORK

Unless the applicable Statement of Work expressly provides otherwise, Contractor agrees that before beginning any Work Contractor shall carefully examine all conditions relevant to such Work and its surroundings, and, unless Contractor notifies Company in writing that it will not perform the Work under such conditions, Contractor shall assume the risk of such conditions and shall, regardless of such conditions, the expense, or difficulty of performing the Work, fully complete the Work for the stated Contract Price applicable to such Work without further recourse to Company. If Contractor objects to performing the work as set forth in the preceding sentence, Company may, at its option, authorize changes under the process described below in Article 4 or terminate this Agreement with respect to the Work involved without any liability to Contractor. Without limiting the foregoing, Contractor specifically recognizes that Company and other parties may be working concurrently at the site. Information on the site of the Work and local conditions at such site furnished by Company in specifications, drawings, or otherwise is made without representation or warranty of any nature by Company, is not guaranteed by Company, and is furnished solely for the convenience of Contractor. All drawings and other documents, if any, required to be submitted to Company for review shall be submitted in accordance with the mutually agreed to schedule, and, if no schedule applies, such drawings or other documents shall be submitted by Contractor without unreasonable delay. No Work affected by such drawings and other documents shall be started until Contractor is authorized to do so by Company. In case of a conflict between or within instructions, specifications, drawings, schedules, purchase order(s) and/or other Statements of Work, Company shall resolve such conflict; and Company's resolution shall be binding on Contractor.

ARTICLE 4 COMPANY CHANGES IN WORK

The scope of and conditions applicable to the Work shall be subject to changes by Company from time to time. Such changes shall only be enforceable if documented in a writing executed by Company. Except as otherwise specifically set forth in this Agreement, changes in the scope of or conditions applicable to the Work may result in adjustments in the Contract Price and/or the Work schedule in accordance with this Article 4. If Contractor believes that adjustment of the Contract Price or the Work schedule is justified, whether as a result of a change made pursuant to this Article or as a result of any other circumstance, then Contractor shall (a) give Company written notice of its claim within five (5) business days after receipt of notice of such change or the occurrence of such circumstances and (b) shall supply a written statement supporting Contractor's claim within ten (10) business days after receipt of notice of such change or occurrence of such circumstances, which statement shall include Contractor's detailed estimate of the effect on the Contract Price and/or the Work schedule. Contractor agrees to continue performance of the Work during the time any claim hereunder is pending. Company shall not be bound to any adjustments in the Contract Price or the Work schedule unless expressly agreed to by Company in writing. Company will not be liable for, and Contractor waives, any claims of Contractor that Contractor knew or should have known and that were not reported by Contractor in accordance with the provisions of this Article.

ARTICLE 5 FORCE MAJEURE

Neither party shall be liable to the other for any damages for any failure to perform or for any delays or interruptions beyond that party's reasonable control in performing any of its obligations under this Agreement due to acts of God, fires, floods, earthquakes, riots, war, acts of terrorism, civil insurrection, acts of the public enemy, or acts or failures to act of civil or military authority, unless the time to perform is expressly guaranteed. Contractor shall advise Company immediately of any anticipated and actual failure, delay, or interruption and the cause and estimated duration of such event. Any such failure, delay, or interruption, even though existing on the date of this Agreement or on the date of the start of the Work, shall require Contractor to within five (5) days submit a recovery plan detailing the manner in which the failure, delay, or interruption shall be remedied and the revised schedule. Contractor shall diligently proceed with the Work notwithstanding the occurrence thereof. This Article shall apply only to the part of the Work directly affected by the particular failure, delay, or interruption, and shall not apply to the Work as a whole or any other unaffected part thereof.

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ARTICLE 6 CONTRACTOR DELAYS

Time is an important and material consideration in the performance of this Agreement by Contractor. Contractor agrees to cooperate with Company in scheduling the Work so that the project and other activities at Company's site will progress with a minimum of delays. Company shall not be responsible for compensating Contractor for any costs of overtime or other premium time work unless Company has provided separate prior written authorization for additional compensation to Contractor, and, if Company provides such written authorization, such additional compensation shall be limited to Contractor's actual cost of the premium portion of wages, craft fringe benefits, and payroll burdens. Contractor shall be liable for all failures, delays, and interruptions in performing any of its obligations under this Agreement which are not (a) caused by Company and reported in accordance with Article 4, (b) excused by Article 5, or (c) directed by Company pursuant to Article 7. Contractor shall, without adjustment to completion date or Contract Price, be obligated to make up time lost by such failures, delays, or interruptions. Company may suspend payments under this Agreement during the period of any such failure, delay, or interruption.

ARTICLE 7 COMPANY EXTENSIONS

Company shall have the right to extend schedules or suspend the Work, in whole or in part, at any time upon written notice to Contractor (except that in an emergency or in the event that Company identifies any safety concerns, Company may require an immediate suspension upon oral or written notice to Contractor). Contractor shall, upon receipt of such notice, immediately suspend or delay the Work. Contractor shall resume any suspended Work when directed by Company. If Contractor follows the requirements of Article 4, a mutually agreed equitable adjustment to the Contract Price or to the schedules for payments and performance of the remaining Work may be made to reflect Company's extension of schedules or suspension of the Work. Contractor shall provide Company all information Company shall request in connection with determining the amount of such equitable adjustment.

ARTICLE 8 INSPECTING, TESTING, AND AUDITING

8.01 Right of Inspecting and Testing: Company reserves the right, but shall not be obligated, to appoint representatives to follow the progress of the Work with authority to suspend any Work not in compliance with this Agreement. The appointment, or absence of an appointment, of such representatives by Company shall not have any effect on warranties. Acceptance or approval by Company's representative shall not be deemed to constitute final acceptance by Company, nor shall Company's inspection relieve Contractor of responsibility for proper performance of the Work. Inspection by Company's representative shall not be deemed to be supervision or direction by Company of Contractor, its agents, servants, or employees, but shall be only for the purpose of attempting to ensure that the Work complies with this Agreement. In the event Contractor fails to provide Company with reasonable facilities and access for inspection when advised, and if in the opinion of Company it becomes necessary to dismantle the Work for such inspection, then Contractor shall bear the expenses of such dismantling and reassembly.

8.02 Right of Auditing: Contractor shall maintain complete records relating to any cost-based (i.e., Work not covered by firm prices) components of the Work billed under this Agreement or relating to the quantity of units billed under any unit price provisions of this Agreement (all the foregoing hereinafter referred to as "Records") for a minimum of five years following the latest of performance of, delivery to Company of, or payment by Company for, such Work or units. All such Records shall be open to inspection and subject to audit and reproduction during normal working hours, by Company or its authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments, time sheets, or claims based on Contractor's actual costs incurred in the performance or delivery of Work under this Agreement. For the purpose of evaluating or verifying such actual or claimed costs, Company or its authorized representative shall have access to said Records at any time, including any time after final payment by Company to Contractor pursuant to this Agreement. All non-public information obtained in the course of such audits shall be held in confidence except pursuant to judicial and administrative order. Company or its authorized representative shall have access, during normal working hours, to all necessary Contractor facilities and shall be provided adequate and appropriate work space to conduct audits in compliance with the provisions of this Article. Company shall give Contractor reasonable notice of intended audits. The rights of Company set forth in this paragraph shall survive the termination or expiration of this Agreement.

ARTICLE 9 COMPLIANCE WITH APPLICABLE LAWS; SAFETY; DRUG AND ALCOHOL TESTING

9.01 Applicable Laws and Safety: Contractor agrees to protect its own and its subcontractors' employees and be responsible for their Work until Company's acceptance of the entire project and to protect Company's facilities, property, employees, and third parties from damage or injury. Contractor shall at all times be solely responsible for complying with all Applicable Laws and facility rules, including without limitation those relating to health and safety, in connection with the Work and for obtaining (but only as approved by Company) all permits and approvals necessary to perform the Work. Without limiting the

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foregoing, Contractor agrees to strictly abide by and observe all standards of the Occupational Safety & Health Administration (OSHA) which are applicable to the Work being performed, as well as Company's Code of Business Conduct (Contractor hereby acknowledges receipt of a copy of such Code of Business Conduct and Company's safety rules) and any other rules and regulations that may be issued by Company from time to time, which are incorporated herein by reference. Contractor shall maintain the Work site in a safe and orderly condition at all times. Company shall have the right but not the obligation to review Contractor's compliance with safety and cleanup measures. In the event Contractor fails to keep the work area clean, Company shall have the right to perform such cleanup on behalf of, at the risk of and at the expense of Contractor.

9.02 Hazards and Training: Contractor shall furnish adequate numbers of trained, qualified, and experienced personnel and appropriate safety and other equipment in first-class condition, suitable for performance of the Work. Such personnel shall be skilled and properly trained to perform the Work and recognize all hazards associated with the Work. Without limiting the foregoing, Contractor shall participate in any safety orientation or other of Company's familiarization initiatives related to safety and shall strictly comply with any monitoring initiatives as determined by Company. Contractor shall accept all equipment, structures, and property of Company as found and acknowledges it has inspected the property, has determined the hazards incident to working thereon or thereabouts, and has adopted suitable precautions and methods for the protection and safety of its employees and the property

9.03 Drug and Alcohol: No person will perform any of the Work while under the influence of drugs or alcohol. No alcohol may be consumed within four (4) hours of the start of any person's performance of the Work or anytime during the workday. A person will be deemed under the influence of alcohol if a level of .02 percent blood alcohol or greater is found. In addition to the requirements of the drug testing program, as set forth in Company's rules and regulations, all persons who will perform any of the Work will be subject to drug and alcohol testing under either of the following circumstances: (i) where the person's performance either contributed to an accident or cannot be completely discounted as a contributing factor to an accident which involves off-site medical treatment of any person; and (ii) where Company determines in its sole discretion that there is reasonable cause to believe such person is using drugs or alcohol or may otherwise be unfit for duty. Such persons will not be permitted to perform any Work until the test results are established. Contractor shall be solely responsible for administering and conducting drug and alcohol testing, as set forth herein, at Contractor's sole expense. As applicable and in addition to any other requirements under this Agreement, Contractor shall develop and strictly comply with any and all drug testing requirements as required by Applicable Laws.

ARTICLE 10 STATUS OF CONTRACTOR

Company does not reserve any right to control the methods or manner of performance of the Work by Contractor. Contractor, in performing the Work, shall not act as an agent or employee of Company, but shall be and act as an independent contractor and shall be free to perform the Work by such methods and in such manner as Contractor may choose, doing everything necessary to perform such Work properly and safely and having supervision over and responsibility for the safety and actions of its employees and the suitability of its equipment. Contractor's employees and subcontractors shall not be deemed to be employees of Company. Contractor agrees that if any portion of Contractor's Work is subcontracted, all such subcontractors shall be bound by and observe the conditions of this Agreement to the same extent as required of Contractor. In such event, Company strongly encourages the use of Minority Business Enterprises, Women Business Enterprises, and Disadvantaged Business Enterprises, as defined under federal law and as certified by a certifying agency that Company recognizes as proper.

ARTICLE 11 LABOR HARMONY; EQUAL EMPLOYMENT OPPORTUNITY

11.01 Labor Harmony: Contractor agrees that all labor employed by Contractor, its agents, or subcontractors for Work on the premises of Company shall be in harmony with all other labor being used by Company or other contractors working on Company's premises. Contractor agrees to give Company immediate notice of any threatened or actual labor dispute and will provide assistance as determined necessary by Company to resolve any such dispute. Contractor, its agents, or subcontractors shall remove from Company's premises any person objected to by Company in association with the Work.

11.02 Equal Employment Opportunity: To the extent applicable, Contractor shall comply with all of the following provisions, which are incorporated herein by reference: (i) Equal Opportunity regulations set forth in 41 CFR § 60-1.4(a) and (c), prohibiting employment discrimination against any employee or applicant because of race, color, religion, sex, or national origin; (ii) Vietnam Era Veterans Readjustment Assistance Act regulations set forth in 41 CFR § 60-250.4 relating to the employment and advancement of disabled veterans and Vietnam era veterans; (iii) Rehabilitation Act regulations set forth in 41 CFR § 60-741.4 relating to the employment and advancement of qualified disabled employees and applicants for employment; (iv) the clause known as "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" set forth in 15 USC § 637(d)(3); and (v) the subcontracting plan requirement set forth in 15 USC § 637(d).

ARTICLE 12 INDEMNITY BY CONTRACTOR

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Contractor shall indemnify, defend, and hold harmless Company, its directors, officers, employees, and agents, from any and all damage, loss, claim, demand, suit, liability, penalty, or forfeiture of every kind and nature, including but not limited to attorneys' fees and expenses and other costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) bodily and other personal injuries to or deaths of persons, (b) damages to tools or equipment owned or leased by Company, (c) damages to other property, (d) the release or threatened release of a hazardous substance or any pollution or contamination of or other adverse effects on the environment, (e) violations of any Applicable Laws, or (f) infringement of patent, copyright, trademark, trade secret, or other property right, to the extent resulting or alleged to have resulted from acts or omissions of Contractor, its employees, agents, subcontractors, or other representatives or otherwise from performance of this Agreement, whether suffered directly by Company or indirectly by reason of third party claims, demands, or suits. This obligation to indemnify, defend, and hold harmless shall survive termination or expiration of this Agreement.

ARTICLE 13 ENVIRONMENTAL

13.01 Control: As required under the OSHA Hazard Communication Standard (29 CFR 1910.1200) and certain other Applicable Laws, Contractor or its subcontractors shall provide Material Safety Data Sheets ("MSDS") covering any hazardous substances and materials furnished under or otherwise associated with the Work under this Agreement. Contractor and its subcontractors shall provide Company with either copies of the applicable MSDS or copies of a document certifying that no MSDS are required under any Applicable Laws in effect at the worksite. No asbestos or lead containing materials shall be incorporated into any Work performed by Contractor or otherwise left on the Work site without the prior written approval of Company. Contractor and its subcontractors shall be solely responsible for determining if any chemical or material furnished, used, applied, or stored or Work performed under this Agreement is subject to any Applicable Laws.

13.02 Labeling: Contractor and its subcontractors shall label hazardous substances and materials and train their employees in the safe usage and handling of such substances and materials as required under any Applicable Laws.

13.03 Releases: Contractor and its subcontractors shall be solely responsible for the management of any petroleum or hazardous substances and materials brought onto the Work site and shall prevent the release of petroleum or hazardous substances and materials into the environment. All petroleum or hazardous substances and materials shall be handled and stored according to Contractor's written Spill Prevention Control and Countermeasures Plan or Best Management Practices Plan as defined under the provisions of the Clean Water Act, as amended, if either such Plan must be maintained pursuant to Applicable Laws. Contractor shall provide secondary containment for the storage of petroleum or hazardous substances and materials. The prompt and proper clean-up of any spills, leaks, or other releases of petroleum or hazardous substances and materials resulting from the performance of the Work under this Agreement and the proper disposal of any residues shall be Contractor's sole responsibility, but Contractor shall give Company immediate notice of any such spills, leaks, or other releases. Contractor shall be solely responsible for the storage, removal, and disposal of any excess or unused quantities of chemicals and materials which Contractor causes to be brought to the Work site.

13.04 Generated Wastes: Unless Company and Contractor expressly agree otherwise in writing, Contractor and its subcontractors shall be solely responsible for any wastes generated in the course of the Work, and Contractor shall handle, store, and dispose of such wastes in accordance with any Applicable Laws.

13.05 Survival: The obligations set forth in this Article shall survive termination or expiration of this Agreement.

ARTICLE 14 INSURANCE

14.01 Contractor's Insurance Obligation: Contractor shall provide and maintain, and shall require any subcontractor to provide and maintain the following insurance (and, except with regard to Workers' Compensation, naming Company as additional insured and waiving rights of subrogation against Company and Company's insurance carrier(s)), and shall submit evidence of such coverage to Company prior to the start of the Work:

- (a) Workers' Compensation and Employer's Liability Policy, which shall include:
 - 1) Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of the state where the Work is performed;
 - 2) Employer's Liability (Coverage B) with minimum limits of One Million Dollars (\$1,000,000) Bodily Injury by Accident, each Accident, \$1,000,000 Bodily Injury by Disease, each Employee;
 - 3) Thirty (30) Day Cancellation Clause; and
 - 4) Broad Form All States Endorsement.
- (b) Commercial General Liability Policy, which shall have minimum limits of One Million Dollars (\$1,000,000) each occurrence; Two Million Dollars (\$2,000,000) General Aggregate; One Million Dollars (\$1,000,000) Products/Completed Operations Aggregate; One Million Dollars (\$1,000,000) Personal and Advertising Injury, and including:
 - 1) Thirty (30) Day Cancellation Clause;

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- 2) Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Contractor under this Agreement;
 - 3) Broad Form Property Damage; and
 - 4) Insurance for liability arising out of blasting, collapse, and underground damage (deletion of X, C, U Exclusions).
- (c) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death, and property damage combined single minimum limit of One Million Dollars (\$1,000,000) each occurrence with respect to Contractor's vehicles assigned to or used in performance of Work under this Agreement.
- (d) Umbrella/Excess Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) per occurrence; Two Million Dollars (\$2,000,000) aggregate, to apply to employer's liability, commercial general liability, and automobile liability.
- (e) If any fixed wing or rotor craft aircraft will be used by Contractor in performing the Work, Aircraft Public Liability Insurance covering such aircraft whether owned, non-owned, leased, hired or assigned with a combined single minimum limit for bodily injury and property damage of Five Million Dollars (\$5,000,000) including passenger liability coverage.
- (f) If engineering or other professional services will be provided by Contractor, then Professional Liability Insurance with limits of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, which insurance shall be either on an occurrence basis or on a claims made basis (with a retroactive date satisfactory to Company).

14.02 Quality of Insurance Coverage: The above policies to be provided by Contractor shall be written by insurance companies which are both licensed to do business in the state where the Work will be performed and either satisfactory to Company or having a Best Rating of not less than A-. These policies shall not be materially changed or canceled except with thirty (30) days written notice to Company from Contractor and the insurance carrier. Evidence of coverage, notification of cancellation or other changes shall be mailed to: Attn: Manager, Supply Chain, E.ON U.S. Services Inc., P.O. Box 32020, Louisville, KY 40232.

14.03 Implication of Insurance: Company reserves the right to request and receive a summary of coverage of any of the above policies or endorsements; however, Company shall not be obligated to review any of Contractor's certificates of insurance, insurance policies, or endorsements, or to advise Contractor of any deficiencies in such documents. Any receipt of such documents or their review by Company shall not relieve Contractor from or be deemed a waiver of Company's rights to insist on strict fulfillment of Contractor's obligations under this Agreement.

14.04 Other Notices: Contractor shall provide notice of any accidents or claims at the Work site to Company's Manager, Risk Management at E.ON U.S. Services Inc., P.O. Box 32030, Louisville, KY 40232 and Company's site authorized representative.

ARTICLE 15 WARRANTIES

Contractor warrants that:

- (a) the Work will conform to any applicable Statement of Work; and any materials supplied in connection therewith shall be new, unused, and free from defect;
- (b) the Work will be suitable for the purposes specified by Company and will conform to each statement, representation, and description made by Contractor to Company;
- (c) the Work is not and shall not be subject to any encumbrance, lien, security interest, patent, copyright or trademark claims, infringements, or other defects in title; and
- (d) any labor or services performed pursuant to this Agreement shall be performed in a competent, diligent, and timely manner in accordance with the highest professionally accepted standards.

Contractor shall respond in writing to any warranty claim by Company within five (5) business days of the delivery of notice of such claim to Contractor.

ARTICLE 16 OWNERSHIP OF INTELLECTUAL PROPERTY; PATENTS

16.01 Ownership: All inventions, discoveries, processes, methods, designs, drawings, blueprints, information, software, works of authorship and know-how, or the like, whether or not patentable or copyrightable (collectively, "Intellectual Property"), which Contractor conceives, develops, or begins to develop, either alone or in conjunction with Company or others, in connection with the Work, shall be "work made for hire" and the sole and exclusive property of Company. Upon request, Contractor shall promptly execute all applications, assignments, and other documents that Company shall deem necessary to apply for and obtain letters patent of the United States and/or copyright registration for the Intellectual Property and in order to evidence Company's sole ownership thereof.

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16.02 **Royalties and License Fees:** Contractor shall pay all royalties and license fees which may be payable on account of the Work or any part thereof. In case any part of the Work is held in any suit to constitute infringement and its use is enjoined, Contractor within a reasonable time shall, at the election of Company and in addition to Contractor's obligations under Article 12, either (a) secure for Company the perpetual right to continue the use of such part of the Work by procuring for Company a royalty-free license or such other permission as will enable Contractor to secure the suspension of any injunction, or (b) replace at Contractor's own expense such part of the Work with a non-infringing part or modify it so that it becomes non-infringing (in either case with changes in functionality that are acceptable to Company).

ARTICLE 17 RELEASE OF LIENS

Contractor hereby releases for itself and its successors in interest, and for all subcontractors and their successors in interest, any and all claim or right of mechanics or any other type lien upon Company's or any other party's property, the Work, or any part thereof as a result of performing the Work. Contractor shall execute and deliver to Company such documents as may be required by Applicable Laws to make this release effective and shall give all required notices to subcontractors with respect to ensuring the effectiveness of the foregoing release against those parties. Contractor shall secure the removal of any lien that Contractor has agreed to release in this Article within five (5) working days of receipt of written notice from Company to remove such lien. If not timely removed, Company may remove the lien and charge all costs and expenses to Contractor, including without limitation costs of bonding off such lien.

ARTICLE 18 ASSIGNMENT OF AGREEMENT; SUBCONTRACTING

Contractor shall not by operation of law or otherwise assign, sublease, or subcontract any part of the Work or this Agreement without Company's prior written approval. Such approval, if given, shall not relieve Contractor from full responsibility for the fulfillment of all obligations under this Agreement.

ARTICLE 19 INVOICES AND EFFECT OF PAYMENTS

19.01 **Invoices:** Within a reasonable period of time following the end of each calendar month or other agreed period, Contractor shall submit an invoice to Company that complies with this Article. Payments shall be made within forty-five (45) days of Company's receipt of Contractor's proper invoice, and, in the event that Company's payment is overdue, Contractor shall promptly provide Company with a notice that such payment is overdue. Contractor's invoices shall designate the extent to which E.ON U.S. Servco Inc. or any of its Affiliates is the responsible party. Such invoices shall reference the contract number and shall also show labor, material, taxes paid (including without limitation sales and use taxes, duties, fees, and other assessments imposed by governmental authorities), freight, and all other charges (including without limitation equipment rental) as separate items. All invoices shall be submitted with supporting documentation and in acceptable form and quality to Company's authorized representative. Should Company dispute any invoice for any reason, payment on such invoice shall be made within thirty (30) days of the dispute resolution. Payment of the invoice shall not release Contractor from any of its obligations hereunder, including but not limited to its warranty and indemnity obligations. Invoices shall not be delivered with goods, but all correspondence and packages related to this Agreement shall reference the contract number assigned by Company.

19.02 **Taxes:** If Company provides Contractor with an exemption certificate demonstrating an exemption from sales or use taxes in Kentucky, then Contractor shall not withhold or pay Kentucky sales or use taxes to the extent such exemption certificate applies to the Work (such exemption does not and shall not apply to any materials consumed by Contractor in performing the Work). Contractor agrees that it shall not rely upon Company's direct pay authorization in not withholding or paying Kentucky sales or use taxes. If Company does not provide Contractor with an exemption certificate demonstrating an exemption from sales or use taxes in Kentucky, Contractor shall be solely responsible for paying all appropriate sales, use, and other taxes and duties (including without limitation sales or use tax with respect to materials purchased and consumed in connection with the Work) to, as well as filing appropriate returns with, the appropriate authorities. To the extent specifically included in the Contract Price, Contractor shall bill Company for and Company shall pay Contractor all such taxes and duties, but Company shall in no event be obligated for taxes and duties not specifically included in the Contract Price or for interest or penalties arising out of Contractor's failure to comply with its obligations under this Section.

19.03 **Billing of Additional Work:** All claims for payments of additions to the Contract Price shall be shown on separate Contractor's invoices and must refer to the specific change order or written authorization issued by Company as a condition to being considered for payment.

19.04 **Effect of Payments/Offset:** No payments shall be considered as evidence of the performance of or acceptance of the Work, either in whole or in part, and all payments are subject to deduction for loss, damage, costs, or expenses for which Contractor may be liable under any purchase order or set-off hereunder. Company, without waiver or limitation of any rights or remedies of Company, shall be entitled from time to time to deduct from any and all amounts owing by Company to Contractor in connection with

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this Agreement or any other contract with Company any and all amounts owed by Contractor to Company in connection with this Agreement or any other contract with Company.

19.05 Evidence of Payment to Subcontractors: Contractor shall, if requested by Company, furnish Company with a certificate showing names of Contractor's suppliers and subcontractors hereunder, and certifying to Company that said suppliers and subcontractors have been paid in full.

ARTICLE 20 ROUTING OF SHIPMENTS

Company shall have the option of specifying the routing of shipments. If freight is included in the Contract Price, and such specified routing increases Contractor's shipping costs, Contractor shall immediately so notify Company, and should Company still specify the more expensive routing, then Company shall reimburse Contractor for the increase actually incurred thereby.

ARTICLE 21 TERM AND TERMINATION

21.01 Term: This Agreement shall commence on the date set forth above and shall survive in full force and effect until terminated as set forth below. A termination under this Article 21 based on certain Work shall only apply to the Statement of Work that covers such Work. Any Statements of Work that do not relate to such Work shall not be affected by such a termination.

21.02 Termination for Contractor's Breach: If the Work to be done under this Agreement shall be abandoned by Contractor, if this Agreement or any portion thereof shall be assigned by operation of law or otherwise, if the Work or any portion thereof is sublet by Contractor without the permission of Company, if Contractor is placed in bankruptcy, or if a receiver be appointed for its properties, if Contractor shall make an assignment for the benefit of creditors, if at any time the necessary progress of Work is not being maintained, or if Contractor is violating any of the conditions or agreements of this Agreement, or has executed this Agreement in bad faith, Company may, without prejudice to any other rights or remedies it may have as a result thereof, notify Contractor to discontinue any or all of the Work and terminate this Agreement in whole or part. In the event that Section 365(a) of the Bankruptcy Code or some successor law gives Contractor as debtor-in-possession the right to either accept or reject this Agreement, then Contractor agrees to file an appropriate motion with the Bankruptcy Court to either accept or reject this Agreement within twenty (20) days of the entry of the Order for Relief in the bankruptcy proceeding. Contractor and Company acknowledge and agree that said twenty (20) day period is reasonable under the circumstances. Contractor and Company also agree that if Company has not received notice that Contractor has filed a motion with the Bankruptcy Court to accept or reject this Agreement within said twenty (20) day period, then Company may file a motion with the Bankruptcy Court asking that this Agreement be accepted or rejected, and Contractor shall not oppose such motion.

21.03 Effect of Termination for Contractor's Breach: From the effective date of such termination notice, Contractor shall vacate the site, whereupon Company shall have the right but not the obligation to take possession of the Work wherever located, and Contractor shall cooperate with Company and cause Contractor's subcontractors to cooperate with Company so that Company can effect such possession. In obtaining replacement services, Company shall not be required to request multiple bids or obtain the lowest figures for completing the Work and may make such expenditures as shall best accomplish such completion and are reasonable given the circumstances. The expenses of completing the Work in excess of the unpaid portion of the Contract Price, together with any damages suffered by Company, shall be paid by Contractor, and Company shall have the right to set off such amounts from amounts due to Contractor.

21.04 Termination for Company's Convenience: Company may terminate this Agreement or one or more Statements of Work in whole or in part for its own convenience by thirty (30) days' written notice at any time. In such event, Company shall pay Contractor all direct labor and material costs incurred on the Work that is subject to such Termination prior to such notice, plus any reasonable unavoidable cancellation costs which Contractor may incur as a result of such termination, plus indirect costs or overhead on the portion of the Work completed, computed in accordance with generally accepted accounting principles less salvage value. As an alternative to salvage value reduction, Company shall have the right in its sole discretion to take possession of all or part of the Work.

ARTICLE 22 LIABILITY OF AFFILIATES

Any and all liabilities of E.ON U.S. Service Inc. and its Affiliates under this Agreement shall be several but not joint.

ARTICLE 23 PUBLICITY

Contractor shall not issue news releases, publicize or issue advertising pertaining to the Work or this Agreement without first obtaining the written approval of Company.

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ARTICLE 24 CONFIDENTIAL INFORMATION

All information relating to the Work or the business of Company, including, but not limited to, drawings and specifications relating to the Work, and customer information, shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of the Work or as authorized in writing by Company. In the event that the Contractor assigns the work to one or more subcontractors, a signed confidentiality agreement between the Contractor and each subcontractor(s) will be provided to the Company prior to the provision of any information described in the immediately preceding sentence or the performance of any Work by the subcontractor. All drawings, specifications, or documents furnished by Company to Contractor or developed in connection with the Work shall either be destroyed or returned to Company (including any copies thereof) upon request at any time.

ARTICLE 25 MISCELLANEOUS

- 25.01 **Waiver:** No waiver by Company of any provision herein or of a breach of any provision shall constitute a waiver of any other breach or of any other provision.
- 25.02 **Headings:** The headings of Articles, Sections, paragraphs, and other parts of this Agreement are for convenience only and do not define, limit, or construe the contents thereof.
- 25.03 **Severability:** If any provision of this Agreement shall be held invalid under law, such invalidity shall not affect any other provision or provisions hereof which are otherwise valid.
- 25.04 **State Law Governing Agreement:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without regard to its principles of conflicts of laws.
- 25.05 **Enforcement of Rights:** Company shall have the right to recover from Contractor all expenses, including but not limited to fees for and expenses of inside or outside counsel hired by Company, arising out of Contractor's breach of this Agreement or any other action by Company to enforce or defend Company's rights hereunder.
- 25.06 **No Third Party Beneficiaries:** Except for Contractor and Company, there are no intended third party beneficiaries of this Agreement and none may rely on this Agreement in making a claim against Company.
- 25.07 **Notices:** All notices and communications respecting this Agreement shall be in writing, shall be identified by the contract number, shall be designated for E.ON U.S. Servco Inc., or the appropriate Affiliate, and shall be addressed as follows (which address either party may change upon five (5) days prior notice to the other party):

To Company:
E.ON U.S. Services Inc.
Attn: Manager, Supply Chain
P.O. Box 32020
Louisville, Kentucky 40232

To Contractor:
Brownstown Electric Supply Co., Inc.
Attn: Gregg Deck
690 E State Rd 250
Brownstown, IN 47220
Fax No. (812) 358-2484

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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date set forth in the introductory paragraph of this Agreement.

E.ON U.S. SERVICES INC.

Larry Kopple
Signature

LARRY KOPPLE

Name (Please Print)

Mgr. Supply chain

Title

1-15-2008

Date

Brownstown Electric Supply Co., Inc.

Gregg DeCl
Signature

GREGG DECL

Name (Please Print)

CEO

Title

1-21-2008

Date

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Kentucky Utilities

Num	Item	Description	UOM	Price	Supplier Item
1	384419	LUMINAIRE, CONTEMPARY, HPS, 400W, 120V, 50000 LUMENS, HPF, TYPE III, PEC/REC, W/PLUG-IN STARTER, DARK BRONZE, SQUARE POLE, W/STANDARD NEMA STICKER	EACH		LUMINAIRE
2	384427	LUMINAIRE, CONTEMPARY, HPS, 250W, 120V, 28500 LUMENS, HPF, TYPE III, PEC/REC, W/PLUG-IN STARTER, DARK BRONZE, SQUARE POLE, W/STANDARD NEMA STICKER	EACH		LUMINAIRE
4	454278	LUMINAIRE, CONTEMPARY, HPS, 400W, 480V, 50000 LUMENS, HPF, TYPE III, PEC/REC, W/PLUG-IN STARTER, DARK BRONZE, SQUARE POLE, W/STANDARD NEMA STICKER	EACH		LUMINAIRE
6	454535	CONNECTOR, #10-350 MCM, 6 POSITION, SET SCREW, INSULATED, 600 VOLT, URD JUNCTION, DIRECT BURIAL, SUBMERSIBLE, W/INHIBITOR URD SECONDARY SERVICE PEDESTAL	EACH		SSBC350-6SI
8	474735	LUMINAIRE, COLONIAL, HPS, 150W, 120V, 16000 LUMENS, TYPE III, NPF, BLACK, HORIZONTAL LAMP, PEC/REC, 55V OPER, PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH		LUMINAIRE
12	511235	LUMINAIRE, COBRA, HPS, 150W, 120V, 16000 LUMENS, TYPE II, NPF, PEC/REC, ACRILIC, W/CUTOFF OPTICS, W/PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH		LUMINAIRE
14	511751	LUMINAIRE, ACORN, HPS, 150W, 120V, 16000 LUMENS, TYPE V, NPF, W/9" ACRYLIC GLOBE, BLACK, W/PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH		LUMINAIRE
16	511794	LUMINAIRE, ACORN, HPS, 100W, 120V, 9500 LUMENS, TYPE V, NPF, W/9" ACRYLIC GLOBE, DARK BRONZE, W/PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH		LUMINAIRE
18	512419	PIN, TERMINAL, COMPRESSION, 1/0 CU/AL, .840 DIE, 6" LONG	EACH		X5U10-6
19	515451	PIN, #2 TIN PLATED CU., FOR PRIMARY AND SECONDARY TERMINATORS	EACH		
19	515451	PLATE, GROUNDING, POLE BUTT, 7.5" DIA., COPPER, #8-#2 WIRE, SET SCREW	EACH		EGP100
21	908443	LUMINAIRE, FLOOD, HPS, 200W, 120V, NPF, 16000 LUMENS, DARK BRONZE, PLUG-IN STARTER, PEC/REC, PRE-WIRED W/6' CORD 14/3, LATCH, W/STANDARD NEMA STICKER	EACH		
22	908451	LUMINAIRE, FLOOD, HPS, 100W, 120V, NPF, 9500 LUMENS, DARK BRONZE, PEC/REC, PLUG-IN STARTER, PRE-WIRED W/6' CORD 14/3, LATCH, W/STANDARD NEMA STICKER	EACH		
24	929327	CONNECTOR, TRANSF., URD SEC., SET SCREW, Z BAR TYPE, #1/0 TO 750MCM, AL OR CU, 8-POSITION, W/INHIBITOR	EACH		
25	929335	CONNECTOR, TRANSF., URD SEC., SET SCREW, Z BAR TYPE, #1/0 TO 750MCM, AL OR CU, 4-POSITION, W/INHIBITOR	EACH		
30	930619	PIN, TERMINAL, COMPRESSION, #2 CU/AL, .5/8" DIE, 6" LONG	EACH		U5U2-6
30	930619	PIN, #4 TIN PLATED CU., FOR PRIMARY AND SECONDARY TERMINATORS	EACH		
33	930960	CLAMP, DEADEND, AUTO WEDGE, AL/CU, #4-4/0	EACH		GDW-204
33	930960	AL/CU/ACSR/AAAC, PLATED JAWS, PULLING EYE, 23"- 57" CONDUCTOR RANGE	EACH		
34	931019	COVER, CONNECTOR, SEC., 3-PH TRANSFORMER, SET SCREW, Z BAR, 4-POSITION	EACH		SB-33
36	932078	CLEANER, CABLE, USED IN CONFINED SPACES, TANDEM PACK, 1-5"X8" WET TOWEL IN PACKET FOR CLEANING PLUS 1- DRY TOWEL	EACH		POLYWATER HRP- 158ID
37	934919	ELBOW, LOADBREAK, #1/0 CU/AL, 175/220M, 14.4KV PHASE TO PHASE, 200A, WITH TEST POINT, WITH #1/0 BI-METALLIC CONNECTOR AND ELBOW SEAL KIT	EACH		15KV-ELBOW-10LGE-TP
39	934935	ELBOW, LOADBREAK, #2 CU/AL, 175/220M, 14.4KV PHASE TO PHASE, 200A, WITH TEST POINT, WITH #2 BI-METALLIC CONNECTOR AND ELBOW SEAL KIT	EACH		15KV-ELBOW-2LG E-TP

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40	938460	CABLE,600V,4/0-4/0-4/0-2/0,4/C AL,QUADRUPLEX,XLP,WAKE FORREST,NEUTRAL MARKED WITH 3-EXTRUDED YELLOW STRIPES AND SEQUENTIAL FOOTAGE,FOR SECONDARY AND SERVICES(993# per 1000')	FOOT	
41	938478	CABLE,600V/UG,350-350-350-4/0,4/C AAC QUADRUPLEX,XLPE,SLIPPERY ROCK,NEUTRAL MARKED WITH 3-EXTRUDED YELLOW STRIPES AND SEQUENTIAL FOOTAGE,FOR UG SECONDARY AND SERVICE(1582# per 1000')	FOOT	
42	938560	PEDESTAL,UG,SECONDARY,NON-METALLIC,WITH TEMP. SERVICE DOOR,PENTA HEAD BOLT AND LOCKING PROVISIONS,REQUIRES CONNECTORS	EACH	PSPF-101538-MG-X-CE
43	1186119	LUMINAIRE,COLONIAL,MV,175W,120V,8000 LUMENS,TYPE III,NPF,BLACK,HORIZONTAL LAMP,PEC/REC,W/PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH	LUMINAIRE
44	1186143	LUMINAIRE,COBRA,HPS,150W,120V,16000 LUMENS,TYPE II,NPF,PEC/REC,ACRYLIC,W/PLUG-IN STARTER,W/STANDARD NEMA STICKER	EACH	LUMINAIRE
45	1186151	LUMINAIRE,COBRA,HPS,250W,120V,AUTO-REG,27500 LUMENS,GLASS,PEC/REC,TYPE III,W/PLUG-IN STARTER,W/STANDARD NEMA STICKER	EACH	LUMINAIRE
48	1186478	LUMINAIRE,FLOOD,400W,120V,MV,25000 LUMENS,6X6,AUTO-REG,PEC/REC,PLUG-IN STARTER,PREWIRED W/6' 14/3 CORD,LATCH,DARK BRONZE,W/STANDARD NEMA STICKER	EACH	LUMINAIRE CFB40VWWV76UXX
49	1186494	LUMINAIRE,FLOOD,HPS,150W,120V,16000 LUMENS,6X6,NPF,PEC/REC,PLUG-IN STARTER, YOKE MOUNT,55V OPERATION,PREWIRED W/6' 14/3 CORD,DARK BRONZE,W/STANDARD NEMA STICKER	EACH	LUMINAIRE
50	1186519	LUMINAIRE,FLOOD,1000W,120V,MV,60000 LUMENS,6X5,AUTO-REG,PEC/REC, YOKE MOUNT,55V OPERATION,PLUG-IN STARTER,PREWIRED W/6' 14/3 CORD,LATCH,DARK BRONZE/W/STANDARD NEMA STICKER	EACH	LUMINAIRE
52	1192994	CABLE,UG,15KV,1/0 AAC,175MIL,33%JCN PARALLEL,19 STR COMPRESSED,STR BLOCK,0.175" TRXLPE,6@#14 CU NEUT,LLDPE JKT,2000CKT' NON-RETURN REELS,AEIC-CS8/ICEA S-94-649,LGE SPEC 1192994	FOOT	
55	1244451	SPLICE,KIT,15KV,MOLDED,#1/0 AL OR CU,175/220 MIL,JCN & CN CABLE	EACH	5411-C1-1/0
56	1251843	BELT,SAND,150 GRIT,2"X 50 YDS,ALUM OXIDE STANDARD PKG. OF 10	EACH	1251843
58	1566794	CABLE,UG,15KV,1/0 AAC,175MIL,100%JCN,19 STR COMPRESSED,STR BLOCK,0.175" TRXLPE,16@#14 CU NEUT,LLDPE JKT,2500' NON-RETURN REELS,AEIC-CS8/ICEA S-94-649,LGE SPEC 1566794	FOOT	1566794
59	7000101	CROSSARM,WOOD,FIR,3 3/4" X 4 3/4" X 8",BORED TO STANDARD 07 06 02 A	EACH	8'-LGE/KU-CROSSAR
60	7000102	CROSSARM,WOOD,FIR,3 3/4" X 4 3/4" X 10",BORED TO STANDARD 07 06 02 A	EACH	10'-LGE/KU-CROSSA
61	7000127	CROSSARM,FLOODLIGHT,AUXILIARY	EACH	TCAA33
62	7000142	BRACE,CROSSARM,48" SPAN,24" DROP,WOOD	PAIR	RA4824
64	7000156	GAIN,BRACELESS,CROSSARM,SINGLE ARM	EACH	PX182A
66	7000172	ARRESTER,DISTRIBUTION UG,10KV,UGDF-ELBOW	EACH	10KV-ELBOW-ARREST
67	7000173	ARRESTER,DISTRIBUTION OH,9KV,POLYMER	EACH	7000173-KU-ARREST
68	7000205	BOLT,CARRIAGE,1/2",6",GALV STL	EACH	8646
69	7000206	BOLT,CARRIAGE,3/8"X 4-1/2",GALV STD PKG = 250	EACH	8634 1/2
70	7000209	BOLT,DBL ARMING,ALL THREAD,5/8 X 16,GALV W/4 SQ NUTS,STD PKG = 25	EACH	DABOLT5816
71	7000210	BOLT,DBL ARMING,ALL THREAD,5/8 X 18,GALV W/4 SQ NUTS,STD PKG = 25	EACH	DABOLT5818
72	7000211	BOLT,DBL ARMING,ALL THREAD,5/8 X 20,GALV W/4 SQ NUTS,STD PKG = 25	EACH	DABOLT5820
73	7000212	BOLT,DBL ARMING,ALL THREAD,5/8 X 22,GALV W/4 SQ NUTS,STD PKG = 25	EACH	DABOLT5822
74	7000213	BOLT,DBL ARMING,ALL THREAD,5/8 X 24,GALV W/4 SQ NUTS,STD PKG = 25	EACH	DABOLT5824

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SCHEDULE A
Kentucky Utilities

75	7000214	BOLT,DBL ARMING,ALL THREAD,5/8 X 26,GALV W/4 SQ NUTS,STD PKG=25	EACH	DABOLT5826
76	7000215	BOLT,DBL ARMING,ALL THREAD,5/8 X 28,GALV W/4 SQ NUTS STD PKG = 25	EACH	DABOLT5828
77	7000216	BOLT,DBL ARMING,ALL THREAD,5/8 X 30,GALV W/4 SQ NUTS STD PKG = 25	EACH	DABOLT5830
78	7000217	BOLT,DBL ARMING,ALL THREAD,3/4 X 16,GALV W/4 SQ NUTS STD PKG = 25	EACH	DABOLT3416
79	7000218	BOLT,DBL ARMING,ALL THREAD,3/4 X 18,GALV W/4 SQ NUTS STD PKG = 25	EACH	DABOLT3418
80	7000219	BOLT,DBL ARMING,ALL THREAD,3/4 X 20,GALV W/4 SQ NUTS STD PKG = 15	EACH	DABOLT3420
81	7000220	BOLT,DBL ARMING,ALL THREAD,3/4 X 22,GALV W/4 SQ NUTS STD PKG = 20	EACH	DABOLT3422
82	7000221	BOLT,DBL ARMING,ALL THREAD,3/4 X 24,GALV W/4 SQ NUTS STD PKG = 20	EACH	DABOLT3424
83	7000222	BOLT,DBL ARMING,ALL THREAD,3/4 X 26,GALV W/4 SQ NUTS STD PKG = 15	EACH	DABOLT3426
84	7000238	BOLT,EYE,OVAL,5/8" X 10",GALV,W/SQ NUT STD PKG = 25	EACH	EB5810
85	7000239	BOLT,EYE,OVAL,5/8" X 12",GALV,W/SQ NUT STD PKG = 25	EACH	EB5812
86	7000240	BOLT,EYE,OVAL,5/8" X 14",GALV,W/SQ NUT STD PKG = 25	EACH	EB5814
87	7000248	BOLT,MACH,SQ HD,1/2"X 6",GALV,W/SQ NUT (50 PER BOX)	EACH	MB1206
88	7000249	BOLT,MACH,SQ HD,1/2"X 7",GALV,W/SQ NUT STD PKG = 100	EACH	MB1207
89	7000250	BOLT, * * * "EMERGENCY USE ONLY" * * *,MACH,SQ HD,1/2"X 8",GALV,W/SQ NUT	EACH	MB1208
90	7000251	BOLT,MACH,SQ HD,1/2"X 10",GALV,W/SQ NUT STD PKG = 100	EACH	MB1210
91	7000252	BOLT,MACH,SQ HD,1/2"X 12",GALV,W/SQ NUT STD PKG = 100	EACH	MB1212
92	7000255	BOLT,MACHINE,5/8",6",GALV STL	EACH	MB5806
93	7000257	BOLT,MACHINE,5/8",8",GALV STL	EACH	MB5808
94	7000258	BOLT,MACH,SQ HD,5/8"X 10",GALV,W/SQ NUT	EACH	MB5810
95	7000259	BOLT,MACH,SQ HD,5/8"X 12",GALV,W/SQ NUT STD PKG = 50	EACH	MB5812
96	7000260	BOLT,MACH,SQ HD,5/8"X 14",GALV,W/SQ NUT STD PKG = 50	EACH	MB5814
97	7000261	BOLT,MACH,SQ HD,5/8"X 16",GALV,W/SQ NUT STD PKG = 50	EACH	MB5816
98	7000262	BOLT,MACH,SQ HD,5/8"X 18",GALV,W/SQ NUT	EACH	MB5818
99	7000263	BOLT,MACH,SQ HD,5/8"X 20",GALV,W/SQ NUT STD PKG = 40	EACH	MB5820
100	7000264	BOLT,MACH,SQ HD,5/8"X 22",GALV,W/SQ NUT STD PKG = 25	EACH	MB5822
101	7000267	BOLT,MACHINE,3/4",8",GALV STL	EACH	MB3408
102	7000268	BOLT,MACH,SQ HD,3/4"X 10",GALV,W/SQ NUT	EACH	MB3410
103	7000269	BOLT,MACH,SQ HD,3/4"X 12",GALV,W/SQ NUT STD PKG = 25	EACH	MB3412
104	7000270	BOLT,MACH,SQ HD,3/4"X 14",GALV,W/SQ NUT STD PKG = 25	EACH	MB3414
105	7000271	BOLT,MACH,SQ HD,3/4"X 16",GALV,W/SQ NUT STD PKG = 25	EACH	MB3416
106	7000272	BOLT,MACH,SQ HD,3/4"X 18",GALV,W/SQ NUT STD PKG= 25	EACH	MB3418
107	7000273	BOLT,MACH,SQ HD,3/4"X 20",GALV,W/SQ NUT STD PKG = 25	EACH	MB3420
108	7000274	BOLT,MACHINE,3/4",22",GALV STL	EACH	MB3422
109	7000278	BOLT,MACH,SQ HD,7/8"X 12",GALV,W/SQ NUT STD PKG = 25	EACH	MB7812
110	7000282	BOLT,MACH,SQ HD,7/8"X 20",GALV,W/SQ NUT	EACH	MB7820
111	7000283	BOLT,MACHINE,7/8",22",GALV STL	EACH	MB7822
112	7000301	BOLT,MACHINE,3/4",3",GALV STL,NUT/COTTER KEY	EACH	B73D-1-3/4
113	7000302	BOLT,MACHINE,1/2",1-1/2",SS,SILICON BRONZE NUT,2 FLAT & 1 BELLVL WASHER	EACH	SBS000302
114	7000303	BOLT,MACHINE,1/2",2",SS,SILICON BRONZE NUT,2 FLAT & 1 BELLVL WASHER	EACH	SBS000303
115	7000304	BOLT,MACHINE,1/2",2-1/2",SS,SILICON BRONZE NUT,2 FLAT & 1 BELLVL WASHER	EACH	SBS000304

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116	7000305	BOLT,MACHINE,1/2",3",SS,SILICON BRONZE NUT,2 FLAT & 1 BELLVL WASHER	EACH	SBS000305
117	7000308	BOLT,THIMBLE EYE,5/8",10",GALV STL,STRAIGHT	EACH	J8051
118	7000309	BOLT,THIMBLE EYE,5/8",12",GALV STL,STRAIGHT	EACH	J8052
119	7000319	NUT,BOLT,3/8",GALV STL,16	EACH	J8561
120	7000321	NUT,BOLT,5/8",GALV STL,11	EACH	J8563
121	7000337	WASHER,BOLT,SQUARE,2-1/4",5/8" BOLT,3/16" THICK,11/16" HOLE,GALV	EACH	6814
122	7000339	WASHER,BOLT,SQUARE CURVED,3"X3"X1/4",13/16" HOLE	EACH	1/2/2022
123	7000340	WASHER,BOLT,SQUARE CURVED,4"X4"X1/4",15/16" HOLE	EACH	1/2/2009
124	7000342	WASHER,BOLT,ROUND,1-1/4" OUTSIDE DIA,GALV STL,9/16	EACH	J1085
125	7000343	WASHER,BOLT,ROUND,1-3/8" OUTSIDE DIA,GALV STL,9/16	EACH	J1086
126	7000344	WASHER,BOLT,ROUND,1-3/4" O.D.,11/16 H.D.,GALV STL	EACH	J1088
127	7000346	WASHER,BOLT,SPRING LOCK,.141X.094,GALV STL,3/8"	EACH	J134
128	7000347	WASHER,BOLT,SPRING LOCK,.171X.125,GALV STL,1/2"	EACH	DF7W3
129	7000355	LOCKNUT,BOLT,SQUARE MF,1/2",GALV STL	EACH	LN12
130	7000356	LOCKNUT,BOLT,SQUARE MF,5/8",GALV STL	EACH	LN58
131	7000357	LOCKNUT,BOLT,SQUARE MF,3/4",GALV STL	EACH	LN34
132	7000358	LOCKNUT,BOLT,SQUARE MF,7/8",GALV STL	EACH	J8584-1/2
134	7000369	CONDUCTOR,OH WIRE,397,ACSR/BARE,18/1,CHICKADEE	POUND	Chickadee-NRR
137	7000377	CONDUCTOR,OH WIRE,2,ACSR/BARE,6/1,SPARROW CONDUCTOR,OH WIRE,6,CU,BARE,SD,SOLID,25 LB SPOOL (315'),CONVERSION: FEET YOU WANT DIVIDED BY 12.59 = POUNDS TO ORDER)	POUND	Sparrow-NRR 6-SD-CU-SPL
141	7000388	CONDUCTOR,OH WIRE,1,CU-SD/POLY,19 STR (100LB REEL)	POUND	7000388
142	7000390	CONDUCTOR,OH WIRE,1,CU-SD/BARE,19 STRAND	POUND	7000390
143	7000392	CONDUCTOR,#4,SOLID,SD CU,XLPE INSULATED,90-DEG C RATED (100LB REEL)	POUND	
145	7000398	CONDUCTOR,OH WIRE,2/0,ACSR/BARE,6/1,QUAIL	POUND	Quail-NRR
148	7000401	CONDUCTOR,OH WIRE,500,CU-SD/POLY,37 STR(200LB REEL)	POUND	7000401
149	7000403	CONDUCTOR,OH WIRE,300,CU-SD/POLY,19 STR(100LB REEL)	POUND	7000403
152	7000407	CABLE,OH,QUADRUPLX,3-2/0 AL W/1-2 ACSR N,SPECIAL	FOOT	7000407
153	7000409	OH CABLE,3-397 ALUMINUM W/1-266 ACSR NEUTRAL QUADRUPLX,"SPECIAL"	FOOT	7000409
154	7000410	CABLE,OH,TRIPLEX,2-2/0 AL W/1-2 ACSR N,SPECIAL	FOOT	7000410
155	7000412	OH CABLE,2-397 ALUMINUM W/1-266 ACSR NEUTRAL TRIPLEX,"SPECIAL"	FOOT	7000412
156	7000414	CABLE,OVERHEAD,DUPLEX,1-4 AL W/1-4 ACSR N,TERRIER	FOOT	Terrier-CL-XLP
157	7000416	CABLE,OVERHEAD,TRIPLEX,2-2 AL W/1-4 ACSR N,COCKLE	FOOT	Cockle-CL-XLP
158	7000417	CONNECTOR,COMPRESSION,TAP-ST LTS-1 SLOT,AL,6-4:12	EACH	WR9
159	7000418	CONNECTOR,COMPRESSION,TAP-ST LTS-2 SLOT,AL,4-2:12	EACH	WR139
160	7000420	CONNECTOR,COMPRESSION,TAP,AL,4-2:4-2A,6-4-1STR	EACH	WR159
161	7000421	CONNECTOR,COMPRESSION,TAP,AL,2:4-2A,6-4-1STR	EACH	WR189
162	7000422	CONNECTOR,COMPRESSION,TAP,AL,2/0:4-2A,6-4-1STR	EACH	WR289
163	7000423	CONNECTOR,COMPRESSION,TAP,AL,2/0:2/0A,2/0STR	EACH	WR279
164	7000424	CONNECTOR,COMPRESSION,TAP,AL,NO STD A:A,4-2:4/0STR	EACH	WR379
165	7000425	CONNECTOR,COMPRESSION,TAP,AL,NO STD A:A,2/0:4/0STR	EACH	WR399
166	7000428	CONNECTOR,COMPRESSION,TAP,AL,266-397:4A,6-4CU	EACH	WR699
167	7000429	CONNECTOR,COMPRESSION,TAP,AL,266-397:2-2/0A,1-2/0C	EACH	WR719
168	7000430	CONNECTOR,COMPRESSION,TAP,AL,266-397:2/0,2/0-4/0CU	EACH	WR739
169	7000432	CONNECTOR,COMPRESSION,TAP,AL,266-397:266-397A,300C	EACH	WR779
170	7000435	CONNECTOR,COMPRESSION,TAP,AL,397:397A,4/0-500CU AL	EACH	WR885
171	7000438	CONNECTOR,COMPRESSION,TAP,AL,795:2/0-266A,2/0-300C	EACH	WR949
172	7000439	CONNECTOR,COMPRESSION,TAP,AL,795:397A,500CU	EACH	606-82
173	7000441	CONNECTOR,COMPRESSION,TAP,AL,795:795A,750-1000CU	EACH	607-82
174	7000449	CONNECTOR,COMPRESSION,TAP,AL,266-397:397A,500CU	EACH	489-82
175	7000455	CONNECTOR,COMPRESSION,TAP,AL,266-397:266A,300CU	EACH	WR775
176	7000462	CONNECTOR,COMPRESSION,TAP,AL,266-397:2A,1CU	EACH	491-82
177	7000470	CONNECTOR,COMPRESSION,STIRRUP,266.8-397.5 ACSR,AL	EACH	WRQ-698

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178	7000471	CONNECTOR, COMPRESSION, STIRRUP, 2 TO 2/0 ACSR	EACH	QCO-21
179	7000472	CONNECTOR, COMPRESSION, TPX NEU SPLICE SLEEVE, 4 ACSR	EACH	TR63
180	7000473	CONNECTOR, COMPRESSION, TPX NEU SPLICE SLEEVE, 2 ACSR	EACH	TR64
181	7000476	CONNECTOR, COMPRESSION, TENSION SLEEVE, 6A, CW	EACH	OHR6ACW
182	7000479	CONNECTOR, COMPRESSION, TENSION SLEEVE, 4/0, CU	EACH	H4/0-7C
183	7000480	CONNECTOR, COMPRESSION, TENSION SLEEVE, 2, 4-3 STR, CU	EACH	OH-2C
184	7000481	CONNECTOR, COMPRESSION, TENSION SLEEVE, 2/0, CU	EACH	
185	7000482	CONNECTOR, COMPRESSION, TENSION SLEEVE, 1/0 STR, CU	EACH	OH1/0-7C
187	7000488	CONNECTOR, COMPRESSION, TENSION SLEEVE, 4 SOL, CU	EACH	OH4C
188	7000489	CONNECTOR, COMPRESSION, TENSION SLEEVE, 6 SOL, CU	EACH	OH6C
193	7000518	CONNECTOR, COMPRESSION, TAP, 1 6-4, CU	EACH	304-82
194	7000520	CONNECTOR, COMPRESSION, TAP, 2/0-4/0:2/0-4/0, CU	EACH	307-82
195	7000524	CONNECTOR, COMPRESSION, TAP, 2/0-4/0:6-4, CU	EACH	309-82
196	7000525	CONNECTOR, COMPRESSION, TAP, 1:1, CU	EACH	303-82
197	7000526	CONNECTOR, COMPRESSION, TAP, 8-6-4:8-6-4, CU	EACH	301-82
198	7000531	CONNECTOR, COMPRESSION, SERVICE, INS, 2A:2STR, RED:RED	EACH	ICS73-1
199	7000533	CONNECTOR, COMPRESSION, SERVICE, INS, 4A:6STR, ORG:BLUE	EACH	ICS67-1
200	7000534	CONNECTOR, COMPRESSION, SERVICE, INS, 4A:4STR, ORG:ORG	EACH	ICS68-1
201	7000535	CONNECTOR, COMPRESSION, SERVICE, INS, 2A:4STR, RED:ORG	EACH	58-RO
202	7000536	CONNECTOR, COMPRESSION, SERVICE, INS, 2A:6STR, RED:BLUE	EACH	ICS71-1
203	7000541	CONNECTOR, COMPRESSION, SERVICE, BARE, 2A:2STR, RED:RED	EACH	CS73
204	7000544	CONNECTOR, COMPRESSION, SERVICE, BARE, 4A:4STR, ORG:ORG	EACH	CS68
206	7000548	CONNECTOR, COMPRESSION, 2 HOLE TERMINAL, 4/0, AL	EACH	104741-5
207	7000551	CONNECTOR, COMPRESSION, 2 HOLE TERMINAL, 350/397A, AL	EACH	
208	7000553	CONNECTOR, COMPRESSION, 2 HOLE TERMINAL, 397/500, AL	EACH	40133-1
209	7000559	CONNECTOR, COMPRESSION, 2 HOLE TERMINAL, 300-350/266A	EACH	36364-2
210	7000560	CONNECTOR, COMPRESSION, 1 HOLE TERMINAL, 4/0, AL	EACH	104761-6
211	7000561	CONNECTOR, COMPRESSION, 1 HOLE TERMINAL, 2/0, AL	EACH	104761-4
212	7000562	CONNECTOR, COMPRESSION, 1 HOLE TERMINAL, #1-2STR/2A, AL	EACH	ALS-3
213	7000585	CONNECTOR, COMPRESSION, THINWALL 2 HOLE TERMINAL, 500	EACH	136712-500
214	7000591	CLAMP, HOT LINE, 8-2/0, CU	EACH	BC-2/0
215	7000595	CONNECTOR, BOLTED, 2 BOLT 2/0-4-2/0 CU, BRZ	EACH	
216	7000596	CONNECTOR, BOLTED, 2 BOLT 2/0-4/0-4-4/0 CU, BRZ	EACH	KR-3
217	7000597	CONNECTOR, BOLTED, 2 BOLT 4/0-300-4-300 CU, BRZ	EACH	
218	7000598	CONNECTOR, BOLTED, 2 BOLT 4/0-500-4-500 CU, BRZ	EACH	
219	7000601	CONNECTOR, BOLTED, 2 BOLT 450-1000-1/0-1000, BRZ	EACH	
220	7000602	CLAMP, GROUND, TRANSFORMER TANK, BRZ, #8SLD TO 2/0 STR, 1/2"X 13 THREAD STUD	EACH	TTC-2
221	7000612	CONNECTOR, BOLTED, TAP LUG, 2-350, 2-3/4 BOLT, BRZ, 1	EACH	TLS-52
222	7000614	CONNECTOR, BOLTED, TAP LUG, 6-250, 3-1/8 BOLT, BRZ, 1	EACH	TLS-42-L
229	7000660	CONDUIT, PVC, 4", SCH 80	FOOT	49415-010
230	7000661	CONDUIT, PVC, 3", SCH 80	FOOT	49413-010
231	7000662	CONDUIT, PVC, 2-1/2", SCH 80	FOOT	49412-010
232	7000663	CONDUIT, PVC, 2", SCH 80	FOOT	49411-010
233	7000664	CONDUIT, PVC, 1-1/2", SCH 80	FOOT	49410-010
234	7000665	CONDUIT, PVC, 1", SCH 80	FOOT	49408-010
235	7000666	CONDUIT, PVC, 6", SCH 40	FOOT	59617-010
236	7000668	CONDUIT, PVC, 4", SCH 40	FOOT	59615-010
237	7000669	CONDUIT, PVC, 3", SCH 40	FOOT	59613-010
238	7000670	CONDUIT, PVC, 2-1/2", SCH 40	FOOT	59612-010
239	7000671	CONDUIT, PVC, 2", SCH 40	FOOT	59611-010
240	7000672	CONDUIT, PVC, 1-1/2", SCH 40	FOOT	49010-010/PVC 150/A52BE12
241	7000673	CONDUIT, PVC, 1-1/4", SCH 40	FOOT	49009-010/PVC 125/A52BC12

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242	7000674	CONDUIT,PVC,1",SCH 40	FOOT	19008 010/PVC100/A52BA12
243	7000708	FUSE,SECONDARY,TUBULAR FLAG,120/240V,30A	EACH	8320
244	7000710	FUSE,LINK,D,1A,REMOVABLE BUTTONHEAD	EACH	FL3D1
245	7000711	FUSE,LINK,D,2A,REMOVABLE BUTTONHEAD	EACH	FL3D2
246	7000712	FUSE,LINK,D,3A,REMOVABLE BUTTONHEAD	EACH	FL3D3
247	7000713	FUSE,LINK,D,5A,REMOVABLE BUTTONHEAD	EACH	FL3D5
248	7000714	FUSE,LINK,D,7A,REMOVABLE BUTTONHEAD	EACH	FL3D7
249	7000715	FUSE,LINK,D,10A,REMOVABLE BUTTONHEAD	EACH	FL3D10
250	7000716	FUSE,LINK,D,15A,REMOVABLE BUTTONHEAD	EACH	FL3D15
251	7000717	FUSE,TYPE QA,20A,BUTTON HEAD	EACH	6420-2T
252	7000718	FUSE,TYPE QA,25A,BUTTON HEAD	EACH	6421-2T
253	7000719	FUSE,TYPE QA,30A,BUTTON HEAD	EACH	6422-2T
254	7000720	FUSE,TYPE QA,40A,BUTTON HEAD	EACH	6423-2T
255	7000721	FUSE,TYPE QA,50A,BUTTON HEAD	EACH	6424-2T
256	7000722	FUSE,TYPE QA,60A,BUTTON HEAD	EACH	6425-2T
257	7000723	FUSE,TYPE QA,75A,BUTTON HEAD	EACH	6426-2T
258	7000724	FUSE,TYPE QA,100A,BUTTON HEAD	EACH	6427-2T
259	7000725	FUSE,TYPE QA,125A,1" BUTTON HEAD	EACH	6428-2T
260	7000726	FUSE,TYPE QA,150A,1" BUTTON HEAD	EACH	6429-2T
261	7000727	FUSE,TYPE QA,175A,BUTTON HEAD	EACH	6724-2T
262	7000728	FUSE,TYPE QA,200A,BUTTON HEAD	EACH	6725-2T
265	7000734	FUSE,BAY-O-NET,15A,DUAL SENSING	EACH	4000358C08B
266	7000735	FUSE,BAY-O-NET,25A,DUAL SENSING	EACH	4000358C10B
267	7000736	FUSE,BAY-O-NET,50A,DUAL SENSING	EACH	4000358C12B
268	7000737	FUSE,BAY-O-NET,65A,DUAL SENSING	EACH	4000358C14B
269	7000789	ANCHOR,EXPANSION,10",8 WAY,20000 LB,STEEL	EACH	1082-3/4
270	7000791	ANCHOR,EARTH,EXPANSION,8",10000 LB,8 WAY,STEEL,5/8" OR 3/4" ROD,135 SQ IN.	EACH	88135B
271	7000792	ANCHOR,ROCK,53" ROD,EXPANDING,23000 LB,GALV	EACH	R353
272	7000793	ANCHOR,ROCK,84" ROD,EXPANDING,23000 LB,GALV	EACH	R384
274	7000796	INSULATOR,GUY,STRAIN,5 1/2",20,000#,GRAY,PORCELAIN,ANSI 54-3	EACH	GUY-STRAIN-INS-54
275	7000797	WIRE,GUY,3/8",EXTRA HIGH STRENGTH,STEEL,TYPE B	FOOT	3/8-EHS-GUY
276	7000798	WIRE,GUY,7/16",EXTRA HIGH STRENGTH STEEL,TYPE B	FOOT	7/16-EHS-GUY
277	7000799	LINKCONNECTING-T.OFFSET,EYE/EYE:1/4"X2"X9-1/2":GALV STL	EACH	3152
278	7000804	ROLLER,GUY,15/16" HOLE,STEEL	EACH	28082
280	7000808	ROD,ANCHOR,TWIN EYE,1"X8F,GALV STL	EACH	5368
281	7000811	ROD,ANCHOR,TWIN EYE,3/4"X8F,GALV STL	EACH	5358
282	7000812	ROD,ANCHOR,TRIPLE EYE,3/4"X8F,GALV STL	EACH	J7328
283	7000814	ROD,ANCHOR,TWIN EYE,3/4"X7F,GALV STL	EACH	5357
284	7000815	ROD,ANCHOR,TRIPLE EYE,3/4"X7F,GALV STL	EACH	7557
285	7000817	ROD,ANCHOR,TWIN EYE,5/8"X8F,GALV STL	EACH	J7518
286	7000820	ROD,ANCHOR,TWIN EYE,5/8"X7F,GALV STL	EACH	5347
288	7000823	ROD,ANCHOR,TWIN EYE,5/8"X6F,GALV STL	EACH	5346
289	7000826	SPREADER,GUY,SIDEWALK GUY POLE END,2",PIPE,GALV STEEL	EACH	J1502
290	7000828	PROTECTOR,GUY,8FT,YELLOW,HDPE,CLAMP TYPE 3/8"-5/8" GUY WIRE	EACH	PG5414
291	7000829	GRIP,GUY,PREFORMED,3/8",GALV STL	EACH	GDE-1107
292	7000830	GRIP,GUY,PREFORMED,7/16",GREEN,GALV STL	EACH	GDE-1108
293	7000831	ATTACHMENT,GUY,GALV,5/8" BAND,POLE,6,000#,7.5" TO 12" POLE,4	EACH	GA-56X
294	7000833	SECTION,EACH=SET,SET=(4) 1/4"X4" BANDS,(4) 3/4" STUDS WITH (4) NUTS PER STUD	EACH	J6644
295	7000834	BAND,POLE,4 WAY,LARGE,GALV STL	EACH	J6684
296	7000836	BAND,POLE,4 WAY,SMALL,GALV STL	EACH	J6643
297	7000848	CLAMP,SUSPENSION,2-2/0 ACSR,7#8-7#9 AW,AL,NONE	EACH	LS-0-N
298	7000852	CLAMP,STRAIGHT LINE,6-1/0 CU,DJ,STL,NONE	EACH	MDE-40-N
299	7000855	CLAMP,STRAIGHT LINE,4-2/0 CU,DJ,STL,NONE	EACH	MDE-46-N
300	7000860	CLAMP,STRAIGHT LINE,1-4/0 CU,DJ,MI,NONE	EACH	MDE-60-N
302	7000865	CLAMP,SIDE OPENING,2-2/0 ACSR,AL,NONE	EACH	HDSO-57
303	7000879	BRACKET,CUTOUT/ARRESTER,X-ARM,NEMA TYPE B,FOR 8' & 10' X-ARMS	EACH	D-1616
304	7000887	CLAMP,GROUND ROD,5/8",8-1/0,HEX,CU,HEAVY DUTY ROD,GROUND,5/8"X8",BONDED COPPER,MINIMUM .010" COPPER COATING,TO BE USED ON GROUND RODS FOR POLES	EACH	HDC58R
305	7000888	BOLT,NEUTRAL SPOOL,DOUBLE UPSET,5/8",12",GALV STL	EACH	615880
306	7000894	BOLT,NEUTRAL SPOOL,DOUBLE UPSET,5/8",12",GALV STL	EACH	7832

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307	7000899	PIN,INSULATOR,ANGLE,5/8",STEEL	EACH	J215
309	7000903	SCREW,LAG,3/8"X3"	EACH	J8743P
311	7000905	EYENUT,OVAL,FOR 5/8" BOLT,GALV,25,000# ULT.	EACH	EN58
312	7000908	RACK,WIRE,4 W	EACH	J769
313	7000911	BRACKET,WIRE,1-INSULATOR,LESS INSULATOR,4" X 3-1/4",FOR ANSI 53-2 SPOOL INSULATOR,STD PKG = 25	EACH	338
314	7000912	MOULDING,GROUND,3/4"X8F,PLASTIC	EACH	96KG-3/4
315	7000913	MOULDING,GROUND,1/2"X8F,PLASTIC	EACH	96KG-1/2
316	7000924	GRIP,DEAD END,MESSENGER,1/2" ALUMOWELD,7/16,.486" DIAMETER	EACH	BG-4168
318	7000926	GRIP,DEAD END,DISTRIBUTION,266	EACH	DG-4548
319	7000927	GRIP,DEAD END,DISTRIBUTION,210,BLUE	EACH	DG-4545
320	7000928	GRIP,DEAD END,DISTRIBUTION,2,RED	EACH	DG-4542
321	7000929	GRIP,DEAD END,DISTRIBUTION,4	EACH	DG4541
323	7000936	WIREHOLDER,SERVICE,MAST BRACKET,3"-4",WITH INSULATOR	EACH	
324	7000940	WIRE,TIE,4,AL/POLY - SD/SOLID	POUND	4-POLY-TIE-WIRE
325	7000941	WIRE,#4,AAC,BARE,SOLID,SD,TIE WIRE,25 LB SPOOLS (APPROX. 651 FT) CONVERSION: FEET YOU WANT DIVIDED BY 26.04 = POUNDS TO ORDER	POUND	TW00011
326	7000942	TIE,WRAP,SPOOL INSULATOR,2,RED	EACH	EZSP-4374
327	7000946	TIE,WRAP,DOUBLE ARM,2,RED	EACH	DST-0152
328	7000949	TIE,WRAP,DOUBLE ARM,397,GREEN	EACH	DST-0158
329	7000950	TIE,WRAP,C NECK DESIGN,2,RED	EACH	WTC-0106
332	7000955	TAPE,ELECTRICAL,3/4",PLASTIC,BLACK	EACH	33-PLUS-SUPER
334	7000966	CLAMP,SUSPENSION,266-397 ACSR,AL,NO SOCKET	EACH	LS-2-N
339	7000979	CLAMP,STRAIN,556-954 ACSR,DE,AL,NO SOCKET	EACH	ASD-120-S
340	7000986	CLAMP,SIDE OPENING,DEADEND,266.8-397MCM ACSR CLAMP,SIDE OPENING DEADEND,336.4-954	EACH	HDSO-88
341	7000987	ACSR,ALUMINUM12000 LB ULTIMATE BODY STRENGTH,NO FITTING	EACH	HDSO-116
342	7001032	EYENUT,OVAL,FOR 3/4" BOLT,GALV,25,000# ULT.	EACH	EN34
343	7001046	SOCKET,EYE,30000 LB,52-3/52-5	EACH	SE-7
344	7001065	BALL,Y-CLEVIS,30000 LB,52-3/52-5	EACH	YBC-30
345	7001068	BALL,CLEVIS,30000 LB,52-3/52-5,LONG BODY	EACH	CB-55L
346	7001069	BALL,CLEVIS,30000 LB,52-3/52-5,SHOR BODY	EACH	13200
347	7001092	SHACKLE,ANCHOR,40000 LB,CLEVIS PIN/COTTER KEY	EACH	ASH-56
348	7001094	SHACKLE,ANCHOR,30000 LB,CLEVIS PIN/COTTER KEY	EACH	ASH-25
349	7001102	CLEVIS,CLEVIS,30000 LB,STRAIGHT (PINS PARALLEL)	EACH	33100
350	7001135	SPLICE,KIT,15KV,MOLDED,#2/0 AL OR CU,175 MIL ONLY,JCN & CN CABLE	EACH	5411-20006
351	7001138	SPLICE,KIT,15KV,MOLDED,#2 AL OR CU,175/220 MIL,JCN & CN CABLE	EACH	5411-CI-2
353	7001141	TERMINATION,KIT,15KV,#2-4/0 AWG. COLD SHRINK,W/O PIN,JCN/CN/TAPE SHIELD,110KV BIL,OUTDOOR,INSULATION RANGE 0.64"-1.08"	EACH	16THG-FB-0220-4
355	7001149	ELBOW,LOADBREAK,#2/0 CU/AL,175/220M,14 4KV PHASE TO PHASE,200A,WITH TEST POINT,WITH #2/0 BI-METALLIC CONNECTOR AND ELBOW SEAL KIT	EACH	15KV-ELBOW-20
356	7001154	ENCLOSURE,UG COND,3 PH PRI FEED THRU,18"X60"X30"	EACH	MEH-306018
358	7001157	ENCLOSURE,UG COND,1 PH PRI FEED THRU	EACH	1007509
359	7001158	SLEEVE,UG,1 PH,18"X30"X26",FIB	EACH	FGS-183023
361	7001160	PAD,UG EQUIPMENT,1 PH,40"X52"X4",FIBERGLASS	EACH	PR-5
362	7001163	CLEANER,CABLE,FAST DRYING,NON-FLAMMABLE,5"X 8" TOWEL IN PACKET	EACH	NF-T369/S
363	7001164	LUBRICANT,CABLE,PULLING,5 GALLON PAIL,SUMMER GRADE	EACH	J-640
364	7001165	LUBRICANT,UG COND,WIRE PULLING,1 GAL	EACH	J-128
365	7001166	COMPOUND,SILICON,5.3OZ TUBES FOR USE IN UNDERGROUND TERMINATION TYPE APPLICATIONS	EACH	SL-5
366	7001167	BRACKET,CONDUIT,STAND OFF,1/4"X1-1/2",BAR STRAP,16"X12"X16"	EACH	CSB-16-12
367	7001169	HUB,UG,SEC.6 BOLT	EACH	ATH200-48
369	7001171	BOOT,UG,HUB/ROUND SEC,4"X11-1/2"	EACH	HB2512
371	7001196	COUPLING,CONDUIT,PVC,1"	EACH	340F/PVC100COUP/6 141625
372	7001197	COUPLING,CONDUIT,PVC,1-1/2"	EACH	340H/PVC150COUP/6 141627
373	7001198	COUPLING,CONDUIT,PVC,2"	EACH	340J/PVC200COUP/6 141628
374	7001199	COUPLING,CONDUIT,PVC,2-1/2"	EACH	340K/PVC250COUP/6 141629
375	7001200	COUPLING,CONDUIT,PVC,3"	EACH	340L/PVC300COUP/6 141630

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376	7001201	COUPLING,CONDUIT,PVC,4"	EACH	E940N/PVC400COUP/6141632
378	7001203	COUPLING,PVC,6",FEM.-FEM	EACH	E940R/PVC600COUP/6141634
379	7001204	COUPLING,CONDUIT,PVC,1-1/2",FEMALE ADAPTER	EACH	E942H/PVC150FA/5140047
380	7001205	COUPLING,CONDUIT,PVC,2",MALE ADAPTER	EACH	E943J/PVC200TA/5140108
381	7001206	ELBOW,CONDUIT,2"X24",PVC-SCH 40,90 DEG	EACH	UA9DJ
382	7001207	ELBOW,CONDUIT,2-1/2"X24",PVC-SCH 40,90 DEG	EACH	UA9DK
383	7001208	ELBOW,CONDUIT,3"X24",PVC-SCH 40,90 DEG	EACH	UA9DL
384	7001210	ELBOW,CONDUIT,4"X24",PVC-SCH 40,90 DEG	EACH	UA9DN
385	7001214	ELBOW,CONDUIT,2"X36",PVC-SCH 40,90 DEG	EACH	UA9FJ
386	7001215	ELBOW,CONDUIT,2-1/2"X36",PVC-SCH 40,90 DEG	EACH	UA9FK
387	7001216	ELBOW,CONDUIT,3"X36",PVC-SCH 40,90 DEG	EACH	UA9FL
388	7001218	ELBOW,CONDUIT,4"X36",PVC-SCH 40,90 DEG	EACH	UA9FN
390	7001222	ELBOW,CONDUIT,2"X24",PVC-SCH 80,90 DEG	EACH	UB9DJ
391	7001223	ELBOW,CONDUIT,2-1/2"X24",PVC-SCH 80,90 DEG	EACH	UB9DK
392	7001224	ELBOW,CONDUIT,3"X24",PVC-SCH 80,90 DEG	EACH	UB9DL
393	7001241	STRAP,CONDUIT,1 HOLE,4"	EACH	HS-110
394	7001242	STRAP,CONDUIT,1 HOLE,3"	EACH	HS-108
395	7001243	STRAP,CONDUIT,2",WITH 1-5/8" MOUNTING HOLE	EACH	H-90-5/8-SPECIAL
396	7001246	STRAP,CONDUIT,1 HOLE,1"	EACH	7001246
397	7001248	INSULATOR,LINE POST,69KV,HORIZ. CLAMP,POLYMER	EACH	402069-0100
398	7001259	INSULATOR,SECONDARY,SECTIONALIZER,FIBERGLASS	EACH	GSP-51-6F
399	7001267	INSULATOR,SECONDARY,SPOOL,PORCELAIN,BROWN	EACH	5101B
400	7001268	INSULATOR,SECONDARY,SPOOL 3",PORCELAIN,WHITE,ANSI CLASS 53-2	EACH	5101W
401	7001269	INSULATOR,PIN TYPE,15KV,POLYMER,F-NECK,1" PIN HOLE,SKY GRAY,FOR USE ON AERIAL CABLE	EACH	HPI-15
402	7001271	INSULATOR,PORCELAIN,PIN TYPE,ANSI 55-3,GREY,C-NECK,1" PIN HOLE,FOR 4KV AND 12KV	EACH	C-NECK-PIN-INSULA
403	7001274	INSULATOR,SPACER,AERIAL CABLE,15KV,3-PHASE,RINGLESS	EACH	
404	7001280	INSULATOR,SUSPENSION,15 KV,POLYMER,12.5" LONG,15,000# ULT.,100% TESTED TO 10,000#,GRAY,SILICON RUBBER OR EPDM,CLEVIS-EYE FERROUS ENDFITTINGS	EACH	401015-0215
405	7001331	CONTROL,PHOTOELECTRIC,105-130V,GRAY COVER,ELECTRONIC,1000W,1800VA,TIME DELAYED,1.5 FCS TURN ON,CADMIUM-SULFIDE PHOTOCCELL,MINIMUM 160 JOULE MOV ARRESTER,TWISTLOCK BASE,DUSK TO DAWN,USE IN 120V ONLY	EACH	7760-ESS
406	7001332	CONTROL,PHOTOELECTRIC,105/285V,BLUE COVER,ELECTRONIC,1000W,1800VA,TIMED DELAYED,1.5 FCS TURN ON,CADMIUM-SULFIDE PHOTOCCELL,MINIMUM 160 JOULE MOV ARRESTER,TWISTLOCK BASE,DUSK TO DAWN,FOR USE ON 120V,208V,240V AND 277V CABLE,600V,#12,SOLID,2/C W/GROUND,TYPE UF-B,OH & UG/250 FT. BOX,ONLY ORDER 2500 FT REEL ON SPECIAL REQUEST,FOR OH & UG STREET LIGHTING	FOOT	12-2-UF-W/GROUND
408	7001368	BRACKET,LIGHTING,DIRECTIONAL FIXTURE,GALVANIZED	EACH	P200S016C
409	7001369	BRACKET,LIGHTING,UPSWEEP/WOOD POLE,6F,2",AL	EACH	U200A060
410	7001370	BRACKET,LIGHTING,UNDERBRACE,8F,2",AL	EACH	U200A080U
411	7001371	BRACKET,LIGHTING,TIE ROD FOR WOOD POLE,10F,2",AL CABLE,600V/UG,#350 MCM,1/C AAC,XLP,RUTGERS,*** SPECIAL APPLICATION ONLY***,USED TO MAKE UG 4-WIRE SECONDARY AND SERVICE,FOR NORMAL 4-WIRE APPLICATIONS USE 350 QUADUPLEX IIN 0938478	FOOT	Rutgers
415	7001425	CABLE,600V/UG,#2-#12-#4,3/C AAC		
416	7001427	TRIPLEX,XLP,STEPHENS,NEUTRAL MARKED WITH 3- EXTRUDED YELLOW STRIPES AND SEQUENTIAL FOOTAGE,FOR UG SECONDARY AND SERVICES	FOOT	Stephens-NRR
417	7001428	CABLE,600V/UG,2/0-2/0-#1,3/C AAC		
417	7001428	TRIPLEX,XLP,CONVERSE,NEUTRAL MARKED WITH 3- EXTRUDED YELLOW STRIPES AND SEQUENTIAL FOOTAGE,FOR UG SECONDARY AND SERVICES	FOOT	Converse-NRR
418	7001429	CABLE,600V,4/0-4/0-2/0,3/C		
418	7001429	AL,TRIPLEX,XLP,SWEETBRIAR,NEUTRAL MARKED WITH 3- EXTRUDED YELLOW STRIPES AND SEQUENTIAL FOOTAGE,FOR UG SECONDARY AND SERVICES	FOOT	Sweetbriar

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419	7001430	CABLE,UG,15KV,#2 AAC,175MIL,100%JCN, 7 STR COMPRESSED,STR BLOCK,0.175" TRXLPE,10@#14 CU NEUT,LLDPE JKT,2500' NON-RETURN REELS,AEIC-CS8/ICEA S-94-649,LGE SPEC 7001430	FOOT	7001430
421	7001432	CABLE,UG,15KV,#2 AAC,175MIL,33%JCN PARALLEL,7 STR COMPRESSED,STR BLOCK,0.175" TRXLPE,6@#14 CU NEUT,LLDPE JKT,2000CKT' NON-RETURN REELS,AEIC-CS8/ICEA S-94-649,LGE SPEC 7001432	FOOT	7001432
423	7001703	BRACKET,INSULATOR/ARRESTER,18",SINGLE,1-1/2",FG ROD,KEYHOLE TOP SLOT,GALV OR AL ENDFITTINGS,W/2-CAPTIVE 1/2" BOLTS ON SIDES,4-5/8" MOUNTING HOLES,ONE 13/16" CENTER HOLE	EACH	G58MK18G1ACB-B
425	7001710	MOUNT,TRANSFORMER CLUSTER,3,BOLT MNT,3-50KVA,STL	EACH	SF-TTR-3-50
426	7001718	CAP,SHORTING,PHOTOCONTROL BASE,LOCKING TYPE RECEPTACLE,PEC,REMOTE,125VAC,WITH POLE MOUNT	EACH	S-1038-1
427	7001719	BRACKET,ROTATABLE,15AMP,3 POLE,3 WIRE	EACH	S476-71
428	7001720	BRACKET,LIGHTING,TRUSS ARM,10F,2",AL	EACH	W20011452PUPG
429	7001721	BRACKET,LIGHTING,TRUSS ARM,12F,2",AL	EACH	W20013862PUPG
430	7001722	BRACKET,LIGHTING,TRUSS ARM,15F,2",AL	EACH	W20017465PUPG
431	7001727	MOUNT,TRANSFORMER CLUSTER,3,BOLT MNT,3-167KVA,STL	EACH	SF-TTR-3-333
432	7001730	SLEEVE,UNDERGROUND,CABLE ENTRANCE,1 PHASE,FG	EACH	VC-1
433	7001733	STRAP,CONDUIT,1 HOLE,2-1/2"	EACH	HS-107
434	7001768	CONNECTOR,COMPRESSION,JUMPER SLEEVE,795 AAC,AL	EACH	HR795-37ALJ
435	7001923	GUARD,WILDLIFE,BUSHING COVER,POLYMER,24/CASE	CASE	
436	7001924	GUARD,WILDLIFE,STINGER COVER,POLYMER	ROLL	38-50SC
439	7001927	CONNECTOR,BOLTED,C STYLE WEDGE,795 AAC OR SPACER: 795 AAC OR SPACER	EACH	795730
442	7001950	SWITCH,AIR BREAK,UPRIGHT,14.4KV,600A,STEEL INTEGER	EACH	137512R7-A2
443	7001957	CUTOFF,FUSED,NON-LOADBREAK,12KV CLASS,100A,PORCEL	EACH	89021R10-M
444	7001959	CUTOFF,FUSED,LOADBREAK,12.47KV,100A,PORCELAIN	EACH	4992C85A22MP
445	7001962	FUSEHOLDER,CUTOFF,NON-LOADBREAK,7.8/13.8KV,200A	EACH	89571R11
446	7001963	BLADE,CUTOFF,NON-LOADBREAK,15KV CLASS,300A	EACH	89621R10
447	7001965	FUSEHOLDER,CUTOFF,LOADBREAK,7.8/13.8KV,200A	EACH	278C310A30
448	7001966	BLADE,CUTOFF,LOADBREAK,15KV CLASS,300A	EACH	278C310A14
451	7002154	FUSEHOLDER,CUTOFF,NON-LOADBREAK,7.8/13.8KV,100A	EACH	89521R10
452	7002155	FUSEHOLDER,CUTOFF,LOADBREAK,7.8/13.8KV,100A	EACH	278C310A03
456	7002172	CLAMP,SPACER CABLE,MESSENGER,INSIDE	EACH	
457	7002173	CLAMP,SPACER CABLE,MESSENGER,OUTSIDE	EACH	
458	7002174	PLATE,DOUBLE INSULATOR,AERIAL CABLE,GALV,W/5/8" X 2" CARRIAGE BOLT,NUT,SPRING,LOCK WASHER AND 1-3/4" ROUND WASHER,ASSEMBLED IN CENTER HOLE	EACH	
461	7002177	BRACKET,AERIAL CABLE,ANGLE,C-TYPE,18",GALV	EACH	
462	7002178	BRACKET,AERIAL	EACH	
464	7002180	CABLE,TANGENT,MESSENGER,GALV,14"SPACING,FOR 1/4"-5/8" MESSENGER STD PKG = 6	EACH	
466	7002182	BRACKET,SPACER CABLE,ANTI-SWAY,FRONT MOUNT,14" BRACKET,AERIAL CABLE,VERTICAL TAP,E-TYPE,LONG,GALV,14" POLE SPACING	EACH	
467	7002215	CLAMP,WEDGE,SERVICE,#2- #6 ACSR,RIGID SS BAIL,FOR SERVICE DEADENDS	EACH	7195
468	7002218	CONDUCTOR,OH WIRE,4,CU-SD/BARE,SOLID, (50LB COIL)	POUND	4-SD-CU-COIL
469	7002235	LINKCONNECTING-T:OFFSET,EYE/EYE:1/4" X 3" X 9-1/2":GALV STL	EACH	3151
471	7002244	LINK,EXTENSION,EYE/CLEVIS,3/8"X1-1/4"X14",GALV STL	EACH	J6658
472	7002245	LINK,EXTENSION,EYE/CLEVIS,3/8"X1-1/4"X20",GALV STL	EACH	J6659
473	7002246	TIE,WRAP,SPOOL INSULATOR,4,ORANGE	EACH	EZSP-4372
474	7002248	GRIP,DEAD END,SERVICE,4,ORANGE	EACH	SG-4502
475	7002249	GRIP,DEAD END,SERVICE,2,RED	EACH	SG-4504
476	7002252	STAPLE,MOULDING,ROLLED POINT,FOR 1/2" MOULDING,STL	EACH	J7487
478	7002254	STAPLE,WIRE,CUT POINT,1-1/2"X1/4"X.148",GALV STL,50# TO BOX	POUND	J1672
482	7002323	BOLT,CARRIAGE,3/8" 8",GALV STL	EACH	J8638
483	7002324	BOLT,CARRIAGE,1/2",7",GALV STL	EACH	8647

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491	7002434	COUPLING,CONDUIT,PVC,2",FEMALE ADAPTER	EACH	E942J/PVC200FA/5140048
492	7002435	COUPLING,CONDUIT,PVC,2-1/2",FEMALE ADAPTER	EACH	E942K/PVC250FA/5140040
493	7002436	COUPLING,CONDUIT,PVC,2-1/2",MALE ADAPTER	EACH	E943K/PVC250TA/5140109
495	7002438	COUPLING,CONDUIT,PVC,3",MALE ADAPTER	EACH	E943L/PVC300TA/5140110
496	7002439	COUPLING,CONDUIT,PVC,4",FEMALE ADAPTER	EACH	E942N/PVC400FA/5140052
498	7002452	ELBOW,CONDUIT,2"X36",PVC-SCH 80,90 DEG	EACH	UB9FJ
499	7002453	ELBOW,CONDUIT,2-1/2"X36",PVC-SCH 80,90 DEG	EACH	
500	7002455	ELBOW,CONDUIT,4"X36",PVC-SCH 80,90 DEG	EACH	UB9FN
501	7002475	ELBOW,CONDUIT,1-1/4"X24",PVC-SCH 40,90 DEG	EACH	UA9DG
504	7002497	BRACE,ALLEY ARM,42" SPAN,STEEL	EACH	J1525
505	7002516	CONDUCTOR,OH WIRE,4/0,CU-SD/BARE,7 STRAND,(200LB)	POUND	
506	7002524	CONDUCTOR,OH WIRE,4/0,CU-SD/POLY,19 STR	POUND	7002524
507	7002525	CONDUCTOR,OH WIRE,300,CU-SD/POLY,19	POUND	7002525
508	7002541	SEALANT,HIGH VOLTAGE,RED,2"X15"X.03"	EACH	S-1085-3-380
509	7002542	SPLICE,MODULAR UG,T-BODY,15KV,600A	EACH	K655-BLR
511	7002578	BOLT,MACHINE,1/2",2",STAINLESS STEEL	EACH	1/2SSBLT-2
512	7002587	ADAPTER,PIN INSULATOR,1",5/8",5-1/4"	EACH	DP1A1
514	7002589	BRACKET,RACK EXTENSION,SECONDARY,9",GALV STL	EACH	J2357
515	7003002	SCREW,LAG,TWIST DRIVE,DRIVE POINT,1/2"X4"	EACH	J8754TP
516	7003147	INSULATOR,LINE POST,69KV,HORIZ. EYE,1 HOLE,POLYMER	EACH	402069-0900
517	7003192	TAPE,VINYL,ELECTRICAL MARKING,BLUE,FLAME RETARDANT,3/4"X66' ROLLS	EACH	35-BLUE
518	7003193	TAPE,VINYL,ELECTRICAL MARKING,RED,FLAME RETARDANT,3/4"X66' ROLLS	EACH	35-RED
519	7003194	TAPE,VINYL,ELECTRICAL MARKING,WHITE,FLAME RETARDANT,3/4"X66' ROLLS	EACH	35-WHITE
520	7003195	TAPE,VINYL,MARKING,3/4",GREEN	EACH	35-GREEN
521	7003199	INSULATOR,GUY,STRAIN,60",FIBERGLASS,36000 LBS	EACH	GCC36-60R
523	7003239	CONNECTOR,COMPRESSION,TAP,AL,4/0-477:6-2/0	EACH	WR815
524	7003278	LUBRICANT,UG COND.WIRE PULLING,1 QUART SQUEEZE BTL	EACH	J-35
528	7003298	INSULATOR LINK,GUY STRAIN,12" FIBERGLASS,21,000# MINIMUM BR. STRENGTH,CLEVIS FITTING ON ONE END AND THIMBLE EYE ON THE OTHER,NO ROLLER	EACH	GCE21-12
529	7003304	CLAMP,TRUNION,3/0-556 ACSR,AL,NONE	EACH	ACTS-106
530	7003308	BOLT,MACHINE,1/2",1-1/2",GALV STL,HEX HEAD	EACH	M81201-1/2
534	7003369	CEMENT,PVC CONDUIT,PINT SIZE WITH BRUSH TOP	PINT	VC-9963
535	7003377	CONNECTOR,COMPRESSION,SERVICE,INS,4/0:4/0,PNK:PNK	EACH	IKL69
536	7003379	CLEVIS,THIMBLE,5/8" PIN DIA,GALV STL ASSEMBLY,DEAD END,APITONG WOOD,5-3/8"X5-1/2"X10'	EACH	CT-88
537	7003412	BRACELESS,INCLUDING GAIN PLATE AND 3 POSITION GUY PLATE.	EACH	HD-2DEA-108EB-3GA
539	7003416	CONDUCTOR,OH WIRE,2/0,CU-SD/POLY,19 STR CABLE,600V/UG,350-350-4/0,3/C AAC	POUND	
541	7003425	TRIPLEX,XLPE,WESLEYAN,NEUTRAL MARKED WITH 3- EXTRUDED YELLOW STRIPES AND SEQUENTIAL FOOTAGE,FOR UG SECONDARY AND SERVICE	FOOT	Wesleyan-NRR
548	7003462	HOOK,DRIVE,7/16",4-3/4",GALV STL	EACH	J3316P
551	7003469	COUPLING,PVC,6",5 DEG,FEM.-FEM.	EACH	E245R
553	7003481	INSERT,BUSHING WELL,FEED THRU,15KV,200A,LOADBREAK,FOR DEADFRONT EQUIPMENT	EACH	5KV-FEEDTHRU-INSERT
554	7003486	CONNECTOR,COMPRESSION,PIGTAIL SLEEVE,1-2STR/2A PIN,TERMINAL,COMPRESSION,2/0 CU/AL,.840 DIE,6" LONG	EACH	PCS71
555	7003487	PIN,#1/0 TIN PLATED CU.,FOR PRIMARY AND SECONDARY TERMINATORS	EACH	X5U20-6
556	7003492	MOUNT,TRANS CLUSTER,3,BLT MT,3-167,AL,12" SPACING	EACH	11MW-24-L-12
558	7003507	CONNECTOR,BOLTED WEDGE,STIRRUP,795 AAC/AL ONLY	EACH	795500
559	7003512	CONNECTOR,AUTOMATIC,TENSION SPLICE,2-6/1 ACSR	EACH	7652AP
560	7003513	CONNECTOR,AUTOMATIC,TENSION SPLICE,2/0-6/1 ACSR	EACH	7654AP
561	7003514	CONNECTOR,AUTOMATIC,TENSION SPLICE,397-18/1 ACSR	EACH	7659
562	7003515	CONNECTOR,AUTOMATIC,TENSION SPLICE,795 AAC	EACH	GL-1385A
563	7003516	CONNECTOR,COMPRESSION,STIRRUP,4-6 ACSR,AL	EACH	QCO-02
564	7003521	CONNECTOR,COMPRESSION,SERVICE,INS.6A:6STR,BLU:BLU	EACH	ICS64-1
565	7003522	SHAFT,HELIX ANCHOR EXTENSION,SQUARE,7F	EACH	12657
566	7003523	ADAPTER,GUY,HELIX ANCHOR,DOUBLE EYE	EACH	D-6604-U

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568	7003538	CONNECTOR,AUTOMATIC,TENSION SPLICE,266-18/1 ACSR	EACH	7658AP
569	7003554	CONNECTOR,BOLTED,C STYLE WEDGE,397 ACSR OR SPACER:397 ACSR OR SPACER	EACH	336718
570	7003555	CONNECTOR,BOLTED,C STYLE WEDGE,397 ACSR OR SPACER:2/0 ACSR	EACH	336012
571	7003556	CONNECTOR,BOLTED,C STYLE WEDGE,397 ACSR OR SPACER:2 ACSR	EACH	336104
573	7003575	JUNCTION,UG PRI,FEED THRU,2 POSITION,1/8",15KV,200A	EACH	15KV-JUNCTION-2-W
574	7003577	JUNCTION,UG PRI,FEED THRU,3 POSITION,1/8",15KV,200A	EACH	15KV-JUNCTION-3-W
575	7003578	JUNCTION,UG PRI,FEED THRU,4 POSITION,1/8",15KV,200A	EACH	15KV-JUNCTION-4-W
576	7003579	LINE,PULL,POLY,6500F IN 5 GALLON BUCKET	BUCKET	430
577	7003587	COVER,BUSHING,OVERHEAD EQUIP,POLYETHYLENE,4.75"X9"	EACH	GS-560
578	7003590	CAP,INSERT,INSULATED,15KV,200A,LOADBREAK,WITH COPPER GROUND LEAD	EACH	15KV-DE-RECEPTACL
580	7003627	GRIP,DEAD END,AERIAL CABLE,397	EACH	ND-0121
581	7003628	CONNECTOR,COMPRESSION,1 HOLE TERMINAL,4-7STR/SOL	EACH	104761-1
582	7003631	BRACKET,CUTOUT/ARRESTER,X-ARM,COMBINATION CUTOUT & ARRESTER,ALSO FOR 11' ARMS	EACH	D-5002-0039
584	7003708	CONNECTOR,COMPRESSION,TAP,AL,4/0:4/0A,4/0 STR	EACH	507-82
585	7003714	ENCLOSURE,UG COND,COVER AND BOX ASSEMBLY,HDPE	EACH	13FM153HYE65AUD
586	7003718	TAPE,VINYL,ELECTRICAL MARKING,YELLOW,FLAME RETARDANT,3/4"X66' ROLLS	EACH	35-YELLOW
587	7003720	TUBING,HEAT SHRINK,HEAVY WALL,1000V,.70"-1.75",48"	EACH	WCMS-51/16-1200-S
588	7003739	U-BOLT,ANGLE CLAMP,ANGLE BRACKET,SPACER CABLE	EACH	
589	7003740	PIN,INSULATOR,SHORT SHANK,3/4"X2-3/8"	EACH	
593	7003757	GRIP,DEADEND,COATED,795 AERIAL CABLE AND POLY,RANGE 1.213"-1.288",49" LONG,COLOR CODE BLACK	EACH	ND-0125
594	7003758	BRACKET,SPACER CABLE,ANGLE,15KV	EACH	
599	7003768	LINE-DUC,SPACER CABLE,STANDARD/CLIP-ON,15KV,WITH METALLIC TIE	EACH	
600	7003769	CONNECTOR,COMPRESSION,TAP,AL,NO STD A:A,4/0:4/0STR	EACH	WR419
601	7003770	PIN,INSULATOR,SCREW,2-1/4",STEEL	EACH	J025
602	7003774	BRACKET,CONDUIT,STAND OFF,T-BAR,6" DEEP,24" WIDE	EACH	6-CSO-C-24
604	7003776	STRAP KIT,CONDUIT,2 HOLE,2-1/2",STAND OFF BRACKET	EACH	STK-2.5
605	7003777	STRAP KIT,CONDUIT,2 HOLE,3",STAND OFF BRACKET	EACH	STK-3
607	7003785	CONNECTOR,COMPRESSION,1 HOLE TERMINAL,1/0,AL	EACH	104761-3
608	7003828	CONNECTOR,BOLTED WEDGE,STIRRUP,397 SPACER ONLY	EACH	336915-1
609	7003831	CONNECTOR,BOLTED,C STYLE WEDGE,397 ACSR OR SPACER:266.8-18/1 ACSR ONLY	EACH	336866
610	7003833	CONNECTOR,AUTOMATIC,TENSION SPLICE,4-6/1 ACSR	EACH	GL-402A
614	7003854	TAPE,VINYL CLOTH,DUCT,2" X 60 YD,SILVER	EACH	3150
615	7003878	ROLLER,GUY,2.4" DIAMETER,13/16" HOLE,STL	EACH	R-24-6
616	7003882	JUNCTION,UG PRI,PORTABLE FEED THRU,2 POS,1/8",15,200	EACH	15KV-FEED-THRU-2-WAY
618	7003913	GRIP,DEAD END,SECONDARY,2/0 POLY	EACH	ND-0112
622	7003937	CONNECTOR,AUTOMATIC,TENSION SPLICE,8 SOL,CU	EACH	81
623	7003938	CONNECTOR,AUTOMATIC,TENSION SPLICE,6 SOL,CU	EACH	GL-111
624	7003939	CONNECTOR,AUTOMATIC,TENSION SPLICE,4 SOL,CU	EACH	GL-112
625	7003940	CONNECTOR,AUTOMATIC,TENSION SPLICE,6A,CW	EACH	GL-113
626	7003941	CONNECTOR,AUTOMATIC,TENSION SPLICE,#2 STR,4A,CW	EACH	27
627	7003967	CONNECTOR,SPLIT-BOLT,#4 SOL-#4 SOL COPPER	EACH	4H
628	7003982	ELBOW,CONDUIT,1-1/2"XSTD,PVC-SCH 40,90 DEG	EACH	1A9AH/PVC150EL90/5133827
634	7004002	ELBOW,CONDUIT,2-1/2"X48",PVC-SCH 80,90 DEG	EACH	UB9HK
635	7004028	COVER,SPLICE,SUBMERSIBLE,14-1/0,L - 2-1/4" PIN,INSULATOR,STRAIGHT,5/8"X6",STEEL,NYLON THREADED	EACH	FSS20
636	7004088	HEAD,2" BASE,2" SQ WASHER, SQ NUT, & LOCKNUT, GALVANIZED	EACH	J203Z
637	7004097	TAPE,VINYL,ELECTRICAL MARKING,ORANGE,FLAME RETARDANT,3/4"X66' ROLLS	EACH	35-ORANGE
638	7004108	CONNECTOR,AUTOMATIC,TENSION SPLICE,2/0 STR,CU	EACH	GL-118
649	7004466	WIREHOLDER,SERVICE,HOUSE KNOBS,NYLON	EACH	J089Z
650	7004467	WIREHOLDER,SERVICE,MAST BRACKET,1-1/4" - 3",NYLON	EACH	J0588Z
651	7004484	SEALER,CONDUIT,DUCT,5 LB PACKAGE,(5-1 LB BAGS)	PACK	DX-5
653	7004509	CONNECTOR,COMPRESSION,SERVICE,INS,2/0:2,GRY:RED	EACH	IKL45

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655	7004572	BRACKET,CONDUIT,STAND OFF,ADJUSTABLE,6" CHANNEL AND POLE BRACKET WITH STRAP MOUNTED FOR ONE 2" CONDUIT PVC OR METAL	EACH	NWA-6-2X
656	7004573	BRACKET,CONDUIT,STAND OFF,ADJUSTABLE,6" CHANNEL AND POLE BRACKET WITH STRAP MOUNTED FOR ONE 2.5" CONDUIT PVC OR METAL	EACH	NWA-6-2.5X
657	7004574	BRACKET,CONDUIT,STAND OFF,ADJUSTABLE,6" CHANNEL AND POLE BRACKET WITH STRAP MOUNTED FOR ONE 3" CONDUIT PVC OR METAL	EACH	NWA-7-3X
658	7004738	ELBOW,CONDUIT,1-1/4"XSTD(7-1/4"),PVC-SCH 80.90 DEG	EACH	UB9AG
660	7004891	ARRESTER,DISTRIBUTION UG,SPECIAL,ELBOW,18KV,FOR USE WITH WYE DELTA PADMOUNT TRANSFORMERS ONLY	EACH	18KV-ELBOW-ARRESTER
661	7004932	MARKER,BURIED CABLE,RED,W/"POWER CABLE" ON MARKER	EACH	
663	7005011	SLEEVE,UNDERGROUND,3 PH,18"X23"X67",FB	EACH	FGS-186723
664	7005031	ENCLOSURE,UG COND,3 PH PRI FEED THRU,22"X66"X30",S	EACH	MEI1306723
667	7005143	CLAMP,WEDGE,SERVICE,#1/0 - #4 ACSR.RIGID SS BAIL,FOR SERVICE DEADENDS	EACH	7187
668	7005154	ASSEMBLY,OUTDOOR TERMINATOR BRACKET	EACH	16TB-2
669	7005412	ROPE,POLY,MULETAPE,FLAT	FOOT	
670	7005415	KIT,IN-LINE FUSE/DISCONNECT,STR #10-4,SOL #12-4	EACH	SLK-M
675	7005755	BRACKET,CONDUIT,STAND OFF,ADJUSTABLE,8" CHANNEL AND POLE BRACKET WITH STRAP MOUNTED FOR ONE 4" CONDUIT PVC OR METAL	EACH	NWA-8-4X
676	7005803	GUARD,WILDLIFE,STATIC CHARGE TYPE	EACH	GG1525
678	7005817	CONDUCTOR,OH WIRE,4,CU,BARE,SD,SOLID,25 LB. SPOOL (198'),CONVERSION: FEET YOU WANT DIVIDED BY 12.63 = POUNDS TO ORDER)	POUND	4-SD-CU-SPL
679	7005825	DISPENSER,GUY WIRE,SAFETY,STANDARD	EACH	SGD-0700
680	7005832	SEAL,METER,PADLOCK,BLUE,SUSPECT TAMPERING,SELF LOCKING,PLASTIC,SS HASP,LG&E / KU LOGO HEAT STAMPED ON BOTH SIDES,1000/BOX FOR ELECTRIC METER,RINGS,AND BOXES	EACH	6170000-3
681	7005833	SEAL,METER,PADLOCK,GREEN,ACTIVE ACCOUNT,SELF LOCKING,PLASTIC,SS HASP,LG&E / KU LOGO HEAT STAMPED ON BOTH SIDES,1000/BOX FOR ELECTRIC METER,RINGS,AND BOXES	EACH	6170000-2
682	7005834	SEAL,METER,PADLOCK,RED,NON PAY DISCONNECT,SELF LOCKING,PLASTIC,SS HASP,LG&E / KU LOGO HEAT STAMPED ON BOTH SIDES,1000/BOX FOR ELECTRIC METER,RINGS,AND BOXES	EACH	6170000-1
683	7005835	SEAL,METER,PADLOCK,YELLOW,VACANT,SELF LOCKING,PLASTIC,SS HASP,LG&E / KU LOGO HEAT STAMPED ON BOTH SIDES,1000/BOX FOR ELECTRIC METER,RINGS,AND BOXES	EACH	6170000-6
684	7005836	SEAL,METER,DEMAND,BLACK,ALL DEPARTMENTS,SELF LOCKING,PLASTIC,SS HASP,LG&E / KU LOGO HEAT STAMPED ON BOTH SIDES,1000/BOX FOR ELECTRIC METER,RINGS,AND BOXES	EACH	6302000-8
685	7005837	SEAL,METER,DEMAND,BROWN,ALL DEPARTMENTS,SELF LOCKING,PLASTIC,SS HASP,LG&E / KU LOGO STAMPED ON BOTH SIDES,1000/BOX FOR ELECTRIC METER,RINGS,AND BOXES	EACH	6302000-18
688	7005846	SEAL,METER,DEMAND,WHITE,ALL DEPARTMENTS,SELF LOCKING,PLASTIC,SS HASP,LG&E / KU LOGO HEAT STAMPED ON BOTH SIDES,1000/BOX FOR ELECTRIC METER,RINGS,AND BOXES	EACH	6302000-10
689	7005860	LINKCONNECTING-T:OFFSET,EYE/EYE:3/8"X2"X9-1/2"	EACH	3154
690	7005876	KIT,HUB,1-1/4"	EACH	38597-2
691	7005877	KIT,HUB,2"	EACH	38599-2
692	7005878	KIT,HUB,2-1/2"	EACH	38600-2
693	7005879	KIT,HUB,3"	EACH	56856-2
694	7005884	LUG,SOCKET,SINGLE,UP TO 350MCM,HEX HEAD	EACH	55890-1
695	7005885	LUG,SOCKET,SINGLE,UP TO 500MCM,HEX HEAD	EACH	37892
696	7005886	LUG,SOCKET,TWIN,UP TO 350MCM,HEX HEAD	EACH	56732-1
697	7005887	LUG,SOCKET,TWIN,UP TO 500MCM,HEX HEAD	EACH	56490
698	7005888	PLATE,COVER,HUB OPENING,LARGE	EACH	56933

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700	7005891	PLATE,COVER,BLANKOUT,4-BLADED,PLASTIC,CLEAR	EACH	2-Jan
701	7005892	SOCKETMETER-T:1 PH:OHUG:100A:4T:HORN BYPASS:HO/CP	EACH	U7487-XL-TG-KK
702	7005893	SOCKETMETER-T:1 PH:OHUG:200A:4T:HORN BYPASS:HO/CP	EACH	U7040-XL-TG-KK
703	7005897	SOCKETMETER-T:3 PH:OHUG:200A:7T:LEVER BYPASS,HO/CP	EACH	40407-0250
705	7005939	TESTSWITCHINSTRUMENT-T:::10 POLE:4 RED POTENTIAL/6 BLACK CURRENT	EACH	110-54583-T
706	7005950	TESTSWITCHINSTRUMENT-T:::8 POLE:4 RED POTENTIAL/4 BLACK CURRENT	EACH	108-54861-T
707	7005954	RING,SEALING,METER,SCREW TYPE,ALUMINUM	EACH	Oct-90
708	7005955	SLEEVE,SOCKET METER,DISCONNECT,MYLAR. 1 GROSS EQUALS 144 EACH	GROSS	D-5
710	7005958	LUG,SOCKET,TWIN,UP TO 250MCM,HEX HEAD	EACH	58022
711	7005959	JUMPER,METER,INSULATED,FLAT COPPER,200 AMP	EACH	9A-1730-2
714	7006003	DISCONNECT,METER,45 DEGREE ROTATION	EACH	MDD-45
715	7006033	SOCKETMETER-T:1 PH:OHUG:320A:4T:LEVER BYPASS,HO/CP	EACH	47604-02
722	7006358	PIN,INSULATOR,STRAIGHT,5/8"X8",STEEL,NYLON THREADS	EACH	J280Z2
723	7006359	PIN,INSLR,POLE TOP,1" THREAD,20" HIGH,(2) 11/16" MOUNTING HOLES ON 5" CENTERS,GALVANIZED,WITH NYLON THREADS,STD PKG=15	EACH	J1220Z
724	7006400	TESTSWITCHINSTRUMENT-T:::6 POLE:2 RED POTENTIAL/4 BLACK CURRENT	EACH	106-3891-T
725	7006439	WASHER,BOLT,SQUARE CURVED,3"X3"X3/8",13/16" HOLE	EACH	P143A
726	7006448	FUSEHOLDR,CUTOUT,NON-LDBRK,7.8/13 8KV,100A,KEARNEY	EACH	184501-000S6
727	7006487	CABLE,600V/UG,#6-#6,2/C AAC DUPLEX,XLP,CLAFLIN,NEUTRAL MARKED WITH 3-EXTRUDED YELLOW STRIPES AND SEQUENTIAL FOOTAGE,FOR UG SECONDARY AND SERVICES	FOOT	
728	7006516	TAPE,VINYL,CAUTION,6",BLACK ON RED,1000 FT ROLL CLAMP,DEADEND,AUTO WEDGE,AL/CU,#4-#2/0	EACH	STRE-61
729	7006533	AL/CU/ACSR/AAAC,PLATED JAWS,PULLING EYE,.23"-.45" CONDUCTOR RANGE	EACH	
731	7006610	CLAMP,SUSPENSION,2-2/0 ACSR,7#8-7#9 AW,AL,SOCKET	EACH	LS-0-S
732	7006682	CONDUIT,PVC,2",SCH 40,20'LENGTH	FOOT	59611-020
733	7006683	CONDUIT,PVC,2-1/2",SCH 40,20'LENGTH	FOOT	59612-020
734	7006684	CONDUIT,PVC,3",SCH 40,20'LENGTH	FOOT	59613-020
737	7006687	CONDUIT,PVC,1",SCH 40,20'LENGTH	FOOT	49008-020
739	7006706	CLAMP,SUSPENSION,266-397 ACSR,AL,SOCKET	EACH	LS-2-S
740	7006708	CLAMP,SUSPENSION,556-954 ACSR,AL,SOCKET	EACH	LS-3-S
741	7006732	PAD,UG EQUIPMENT,1 PH,42"X52"X3",COMPOSITE	EACH	C4252-32CL-1224
742	7010045	CLAMP,UNIVERSAL,4 CU,MALEABLE IRON,NONE	EACH	80500-2000
743	7010059	ELBOW,CONDUIT,2"XSTD,PVC,90 DEG,SCH 40	EACH	UA9AJ/PVC200EL90/5 133828
750	7010086	ELBOW,CONDUIT,1"XSTD,PVC,90 DEG,SCH 40 ASSEMBLY,DEAD END,APITONG WOOD,4-1/4"X5-1/2"X8"	EACH	UA9AF/PVC100EL90/5 133825
752	7010100	BRACELESS,INCLUDING GAIN PLATE AND 3 POSITION GUY PLATE.	EACH	HD-DEA-86-EB-3GA-
754	7010106	CEMENT,PVC CONDUIT,QUART SIZE WITH BRUSH TOP	QUART	VC-9962
755	7010137	ELBOW,CONDUIT,2"XSTD,SCH 40,45 DEGREE	EACH	UA7AJ/PVC200EL45/5 133768
756	7010141	ANCHOR,HELIX,12",8000 FOOT POUNDS/TORQUE,SOCKET DRIVE,2-1/4" HUB	EACH	7010141-ANCHOR
757	7010142	ANCHOR,HELIX,8",8000 FOOT POUNDS/TORQUE,SOCKET DRIVE,2-1/4" HUB	EACH	7010142-ANCHOR
758	7010144	ANCHOR,HELIX,TWIN,SQUARE SHAFT,8"X10",5F ROD	EACH	D-6632
759	7010166	SWITCH,REGULATOR BYPASS,15KV,600A	EACH	125821-20
760	7010199	BUSHING,PARKING STAND,INSULATING,SINGLE,15KV,200A,LOADBREAK	EACH	15KV-STANDOFF-PLU
762	7010208	INHIBITOR,CONNECTOR,CASE OF 25 - 8 OZ. BOTTLES	CASE	30584-50
763	7010214	BRACKET,INS/ARR,3 PH,36"X18",F.G.,15 DEGREE	EACH	G3M3618GIACB89
764	7010217	SWITCH,DISC,UA,15KV,900 AMP,110KVBIL,40KA MOM,WITH 4- 1/2" X 2" X 13TH CAPTIVE BOLTS & TINNED PADS,BACK PLATE & 4 CARRIAGE BOLTS FOR XARM MOUNTING,CHANCE POLYMER SWITCH PREFERRED (M3D-96BC)	EACH	
765	7010259	WEATHERHEAD,CONDUIT,3",ALUMINUM	EACH	7010259

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766	7010265	ELBOW, CONDUIT, 1-1/4"XSTD, PVC-SCH 40, 90 DEG	EACH	UA9AG/PVC125EL90/5133826
767	7010268	CONNECTOR, COMPRESSION, TAP, 4-2-4-2, CU	EACH	302-82
770	7010286	NUT, SQUARE, HEAVY, FOR 3/4" ANCHOR ROD	EACH	J8564-1
772	7010291	SPLICE, UG COND, #2/D, 600V	EACH	FSK- 2/0
773	7010292	SPLICE, UG COND, #4/D, 600V	EACH	FSK -4/0
775	7010296	WEATHERHEAD, CONDUIT, 2-1/2", ALUMINUM	EACH	SH-107
777	7010314	CONNECTOR, COMPRESSION, 1 HOLE TERMINAL, 6 STR, AL	EACH	30426-2
778	7010315	CONNECTOR, COMPRESSION, 1 HOLE TERMINAL, 4 STR, AL	EACH	ALS-1
779	7010316	SCREW, LAG, GIMLET POINT, 1/4"X2"	EACH	J8722
780	7010321	COUPLING, CONDUIT, PVC, 1-1/4"	EACH	E940G/PVC125COUP/6141626
781	7010324	SEALER, CONNECTION, UNDERGROUND, 3-3/4"X1/8"X10F ROLL	EACH	104742
787	7010354	CONNECTOR, BOLTED, TAP LUG, 2/0 SOL-1000, 3/4 BLT, BZ, 2	EACH	TLD-89-L
790	7010443	CLEVIS, THIMBLE, 3/4" PIN DIA, GALV STL	EACH	CT 88-H
791	7010444	BRACE, CROSSARM, 60" SPAN, 30" DROP	PAIR	J4730WR
794	7010572	COVER, COMPRESSION CONNECTOR, "D" DIE, 2-1/2"	EACH	C7
795	7010604	CONNECTOR, COMPRESSION, SERVICE, INS, 2/0:2/0, GRY:GRY	EACH	IKL47
799	7010691	SOCKET METER-T: ITR: OHUG: 20A: 13T:: PREWIRED W/10 POLE TEST SW: HO/CP	EACH	602-3010-C13-590
801	7010693	SOCKET METER-T: ITR: OHUG: 20A: 6T:: PREWIRED W/6 POLE TEST SW: HO/CP	EACH	602-3010-C6-673
802	7010697	SOCKET METER-T: 3 PH: OHUG: 320A: 7T: LEVER BYPASS: W/ HUB OPENING AND COVER PLATE	EACH	48707-02
804	1187901	SPLICE, CMPSN, 1/0 STR CU, NON-TENSION, TINNED CU, USES KEARNEY 1/2" DIE, WITH CENTER OIL STOP STD PKG = 10	EACH	
805	7003506	CONNECTOR, BOLTED WEDGE, STIRRUP, 397-18/1 ACSRI/AL, ONLY	EACH	
807	7001311	LUMINAIRE, COBRA, HPS, 200W, 120V, 22000, TYPE III, NPF, GLASS, PEC/REC, W/PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH	LUMINAIRE
808	7005984	LUMINAIRE, FLOOD, MH, 400W, 120/208/240/277V, 32000 LUMENS, 7X6, AUTO-REG, PEC/REC, PLUG-IN STARTER, PREWIRED W/6' #14/3 CORD, LATCH, DARK BRONZE, W/STANDARD NEMA STICKER	EACH	CFB40MWW77UXX61
809	7001307	LUMINAIRE, COLONIAL, HPS, 100W, 120V, 9500 LUMENS, TYPE III, NPF, HORIZONTAL LAMP, BLACK, PEC/REC, 55V OPER. W/PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH	
810	7001312	LUMINAIRE, COBRA, HPS, 100W, 120V, 9500 LUMENS, TYPE II, NPF, PEC/REC, ACRYLIC, W/PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH	
811	7001328	LUMINAIRE, FLOOD, HPS, 400W, 120/208/240/277V, 50000 LUMENS, 6X6, AUTO-REG, PEC/REC, DARK BRONZE, PLUG-IN STARTER, PREWIRED W/6' #14/3 CORD, W/STANDARD NEMA STICKER	EACH	CFB40SWW76UXX58
812	7003236	LUMINAIRE, COBRA, MV, 250W, 120/240V, 10000 LUMENS, TYPE III, HPF, GLASS, PEC/REC, W/PLUG-IN STARTER, W/STANDARD NEMA STICKER *****FOR MAINTENANCE ONLY****	EACH	LUMINAIRE
813	7001736	LUMINAIRE, COBRA, MV, 250W, 120V, 10000 LUMENS, AUTO- REG, TYPE III, GLASS, PEC/REC, W/PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH	LUMINAIRE
814	7001735	LUMINAIRE, COBRA, MV, 400W, 120V, 20000 LUMENS, TYPE III, AUTO-REG, GLASS, PEC/REC, W/PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH	LUMINAIRE
816	7001737	LUMINAIRE, COBRA, MV, 175W, 120V, 7000 LUMENS, TYPE II, NPF, GLASS, PEC/REC, W/PLUG-IN STARTER, W/STANDARD NEMA STICKER	EACH	LUMINAIRE
818	7001916	REFRACTOR, LIGHTING, COBRA, SMALL, GLASS LUMINAIRE, OPEN BOTTON, HPS, 100W, 120V, 9500 LUMENS, TYPE V, NPF, HEAD ONLY, PEC/REC, 55V OPERATION, W/PLUG-IN STARTER, INCLUDES PEC & LAMP, W/STANDARD NEMA STICKER	EACH	REFRACTOR
819	7003307	LUMINAIRE, OPEN BOTTOM, HPS, 100W, 120V, 9500 LUMENS, TYPE V, NPF, HEAD ONLY, PEC/REC, 55V OPERATION, W/PLUG-IN STARTER, INCLUDES PEC & LAMP, W/STANDARD NEMA STICKER	EACH	LUMINAIRE
820	7001326	LUMINAIRE, OPEN BOTTOM, HPS, 100W, 120V, 9500 LUMENS, TYPE V, NPF, W/KIT, W/STANDARD NEMA STICKER	EACH	LUMINAIRE

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821	7001327	LUMINAIRE,OPEN BOTTOM,HPS,70W,120V,5800 LUMENS,TYPE V,NPF,WKIT,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
822	7010267	LUMINAIRE,OPEN BOTTOM,MV,175W,120V,7000 LUMENS,TYPE V,NPF,HEAD ONLY,PEC/REC,W/PLUG-IN STARTER,WSTANDARD NEMA STICKER *** FOR KU MAINTENANCE ONLY - FOR LG&E & ODP OPEN STOCK ***	EACH	LUMINAIRE
823	7001318	LUMINAIRE,OPEN BOTTOM,MV,175W,120V,7000 LUMENS,TYPE V,NPF,WSTANDARD NEMA STICKER *** FOR KU MAINTENANCE ONLY - FOR LG&E & ODP OPEN STOCK ***	EACH	LUMINAIRE
824	7001339	OPTICAL ASSEMBLY,OPEN BOTTOM,TYPE V,PLASTIC ***FOR MAINTENANCE ONLY***	EACH	LUMINAIRE
825	7001319	LUMINAIRE,CONTEMPARY,HPS,70W,120V,5800 LUMENS,NPF,TYPE III, FOR ROUND POLE,W/PLUG-IN STARTER,BLACK,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
826	7001320	LUMINAIRE,CONTEMPARY,HPS,100W,120V,NPF,TYPE III,9500 LUMENS,FOR ROUND POLE,W/PLUG-IN STARTER,BLACK, WSTANDARD NEMA STICKER	EACH	LUMINAIRE
827	7001321	LUMINAIRE,CONTEMPARY,HPS,200W,120V,NPF,22000L,TYPE III,16000 LUMENS,FOR ROUND POLE,W/PLUG-IN STARTER,BLACK,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
828	7001322	LUMINAIRE,CONTEMPARY,HPS,400W,120V,HPF,TYPE III,50000 LUMENS,FOR ROUND POLE,W/PLUG-IN STARTER,BLACK,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
829	7003896	LUMINAIRE,CONTEMPARY,HPS,400W,277V,HPF,TYPE III,50000L, FOR ROUND POLE,W/PLUG-IN STARTER,BLACK ****FOR MAINTENANCE USE ONLY****	EACH	LUMINAIRE
830	7005970	LUMINAIRE,CONTEMPARY,MH,400W,120V,HPF,TYPE III,32000 LUMENS,FOR ROUND POLE,W/PLUG-IN STARTER,BLACK,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
831	7005987	LUMINAIRE,CONTEMPARY,MH,1000W,120V,HPF,TYPE II,107800 LUMENS,FOR ROUND POLE,W/PLUG-IN STARTER,BLACK,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
832	7006206	LUMINAIRE,CONTEMPARY,MH,400W,120/208/240/277V,HPF,TYPE III,32000 LUMENS,FOR ROUND POLE,W/PLUG IN STARTER,BLACK,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
835	7006262	BRACKET,LIGHTING,TWIN DIRECTIONAL	EACH	Utility Metals M200SD25TX
836	7001324	LUMINAIRE,ACORN,HPS,70W,120V,5800 LUMENS,TYPE V,NPF,W/9" ACRYLIC GLOBE,BLACK,W/PLUG-IN STARTER,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
837	7001325	LUMINAIRE,ACORN,HPS,100W,120V,9500 LUMENS,TYPE V,NPF,W/9" ACRYLIC GLOBE,BLACK,W/PLUG-IN STARTER,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
838	7006141	LUMINAIRE,ACORN,MH,175W,120V,NPF,TYPE V,W/ 9" ACRYLIC GLOBE, BLACK ****FOR MAINTENANCE ONLY****	EACH	LUMINAIRE
840	7006280	LUMINAIRE,FLOOD,MH,1000W,120/208/240/277V,107800 LUMENS,7X7,AUTO-REG,PEC/REC,PLUG-IN STARTER,PREWIRED W/6' CORD #14/3,LATCH,DARK BRONZE,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
841	7001309	LUMINAIRE,COLONIAL,HPS,50W,120V,4000 LUMENS,TYPE III,NPF,HORIZONTAL LAMP, BLACK,PEC/REC,W/PLUG-IN STARTER,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
842	7001308	LUMINAIRE,COLONIAL,HPS,70W,120V,5800 LUMENS,TYPE III,NPF,HORIZONTAL LAMP,BLACK,PEC/REC,55V OPER. W/PLUG-IN STARTER,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
843	7010325	LUMINAIRE,COBRA,HPS,200W,240V,22000 LUMENS,TYPE III,NPF,GLASS,PEC/REC,W/PLUG-IN STARTER,WSTANDARD NEMA STICKER ****FOR MAINTENANCE ONLY****	EACH	LUMINAIRE
844	7001310	LUMINAIRE,COBRA,HPS,400W,120V,50000 LUMENS,TYPE III,AUTO-REG BALLAST,GLASS,PEC/REC,W/PLUG-IN STARTER,WSTANDARD NEMA STICKER	EACH	LUMINAIRE
845	7001313	LUMINAIRE,COBRA,HPS,70W,120V,5800 LUMENS,TYPE II,NPF,ACRYLIC,PEC/REC,W/PLUG-IN STARTER,WSTANDARD NEMA STICKER	EACH	LUMINAIRE

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846	7005983	LUMINAIRE,FLOOD,MH,175W,120/208/240/277V,12000 LUMENS,ØX6,NPF,PLUG-IN STARTER,PEC/REC,PREWIRED W/6' #14/3 CORD,LATCH,DARK BRONZE,W/STANDARD NEMA STICKER	EACH	'LUMINAIRE'
847	7001314	LUMINAIRE,COBRA,HPS,50W,120V,4000 LUMENS,TYPE II,ACRYLIC,PEC/REC,W/PLUG-IN STARTER,W/STANDARD NEMA STICKER	EACH	
848	943101	SWITCH,GRP OP,15KV,900A,LB,HORZ MT,UPRIGHT,SIDE OPENING,84"MIN.COMP ARM,POLY OR 3"BC CYCLOALIPHATIC INS,WITH CAPTIVE BOLTS,TORSIONAL CTRL W/PIPE,EXTRA 7"PIPE SECTION W/COUPLER & GUIDE SUITABLE FOR MOUNTING AT 38'ABOVE GROUND,6 ARRESTER MTS	EACH	
849	7001304	LUMINAIRE,COLONIAL,HPS,100W,120V,NPF,TYPE V,VERTICAL LAMP, BLACK,PEC/REC,55V OPER,W/PLUG-IN STARTER ***FOR MAINTENANCE ONLY***	EACH	
850	475294	ROD,ANCHOR,3/4" X 7',GALVANIZED,THREADED 1" ON BOTH ENDS,W/DOUBLE EYE EYENUT,FOR USE WITH SCREW ANCHORS BUNDLE = 5	EACH	ANCHOR-ROD-SC-D-7X34
853	943086	ARM,DEADEND,ASSEMBLY,FG,8FT,3750 LBS WORKING,7500 LBS ULTIMATE PER POSITION	EACH	
854	943260	MINIMUM,COMPOSITE,BRACELESS,INTERGRAL GUY ATTACHMENT POINTS	EACH	
856	1163986	CLIP,GROUND WIRE,#4,COPPER,WITH LOCKING TAB,FOR ATTACHING GROUND WIRE TO FIBERGLASS ARMS,REQUIRES SS SELF TAPPING SCREW	EACH	
857	7002483	INSULATOR,GUY STRAIN,24",FIBERGLASS, 21,000# MINIMUM BR.STRENGTH,CLEVIS FITTING ON ONE END AND THIMBLE EYE ON THE OTHER,NO ROLLER	EACH	
858	7010711	INSULATOR,GUY,STRAIN,78",FIBERGLASS,21,000# MINIMUM BR.STRENGTH,CLEVIS FITTING ON ONE END AND THIMBLE EYE ON THE OTHER,NO ROLLER	EACH	
861	7001285	ARM,DEADEND ASSEMBLY,FG,8FT,5000 LBS WORKING,10000 LBS ULTIMATE PER POSITION	EACH	
864	7001726	MINIMUM,COMPOSITE,BRACELESS,INTERGRAL GUY ATTACHMENT POINTS	EACH	5960A-70
865	7006156	INSULATOR,SUSPENSION,10",PORCELAIN,30,000# ULT.,5-3/4"X 10" BALL & SOCKET TYPE,ANSI CLASS 52-5,USAS-70,GRAY,6/PKG	EACH	7001726
866	7006551	ADAPTER,LIGHTING,SLIP FITTER	EACH	35-BROWN
867	7006552	TAPE,VINYL,ELECTRICAL MARKING,BROWN,FLAME RETARDANT,3/4"X66' ROLLS	EACH	3105.5
868	7006553	BAND,POLE,10,000#,7" TO 10" POLE,4 SECTION,EACH=SET,SET=(4) 1/2"X4" BANDS,(4) 7/8" STUDS WITH (4) NUTS PER STUD	EACH	3105.6
869	7010125	BAND,POLE,10,000#,9" TO 12" POLE,4 SECTION,EACH=SET,SET=(4) 1/2"X4" BANDS,(4) 7/8" STUDS WITH (4) NUTS PER STUD	EACH	3105.7
870	7010173	BAND,POLE,10,000#,11" TO 14" POLE,4 SECTION,EACH=SET,SET=(4) 1/2"X4" BANDS,(4) 7/8" STUDS WITH (4) NUTS PER STUD	EACH	FLA12-1
871	7010269	BRACKET,LIGHTING,SINGLE DIR. FIX. ORN POLE,24",AL INSERT,BUSHING WELL,15KV,200A,LOADBREAK,COPPER CONTACTS	EACH	15KV-BUSHING-INSERT
872	931478	STARTER,LIGHTING,HPS,50W-400W,PLUG-IN TYPE,GE CONNECTOR,#12-350KCM,8 POSITION,SET SCREW,NON-SUBMERSIBLE,600V CLEAR INSULATION,WITH INHIBITOR,ABOVE GROUND URD SECONDARY/SERVICE PEDESTAL	EACH	7010269
873	931486	CONNECTOR,#12-350KCM,6 POSITION,SET SCREW,NON-SUBMERSIBLE,600V CLEAR INSULATION,WITH INHIBITOR,ABOVE GROUND URD SECONDARY/SERVICE PEDESTAL	EACH	931478
874	931494	CONNECTOR,#12-350KCM,4 POSITION,SET SCREW,NON-SUBMERSIBLE,600V CLEAR INSULATION,WITH INHIBITOR,ABOVE GROUND URD SECONDARY/SERVICE PEDESTAL	EACH	931486
				931494

SCHEDULE A
Kentucky Utilities

875	1243827	BOX,SPLICE,12"X 20"X 12",HI MIN ID OPNG, HIGH DENSITY POLYTHELENE,W/COVER @CAPT- IVE PENTA-HEAD SS BOLT IN GRAY OR GREEN **SEE IIN 0532335 FOR REPLACEMENT LID**	EACH	1220123HGE20AU1
876	7010251	INSULATOR,SUSPENSION,10",PORCELAIN,CHOCOLATE/BROWN,20K LB ULTIMATE LOAD	EACH	8200
877	7000827	SPREADER,GUY,SIDEWALK,GUY END,2",PIPE,GALV STEEL	EACH	501
878	3000607	PAD,FIBERGLASS,TRANSFORMER,LARGE,42" X 48" X 16" HEIGHT,WITH 26" X 12" OPENING,INSERTS FOR LID,FOR 250KVA 1-PHASE TRANSFORMERS (W/2 EA 6" TO 8-1/4" LONG ANCHOR BRACKETS), ALSO USE FOR LEVELING EXISTING PADS	EACH	
890	3001886	CONNECTOR\COMPRESSION-T.SERVICE.2 STR-#10.INSULATED.RED/BROWN...	EACH	
892	3001887	CONNECTOR\COMPRESSION-T.SERVICE.2 STR-#10.BARE.RED/BROWN...	EACH	
894	7000543	CONNECTOR,COMPRESSION,SERVICE,BARE,2A:6STR,RED:BLU	EACH	
900	7000502	CONNECTOR,COMPRESSION,SERVICE SLEEVE,2/0A,GRY:GRY	EACH	
901	3001889	CONNECTOR\COMPRESSION-T.SERVICE.1/0 STR-4 STR.INSULATED.YELLOW/ORANGE...	EACH	
902	3001891	CONNECTOR\COMPRESSION-T.SERVICE.1/0 STR-2 STR.INSULATED.YELLOW/RED...	EACH	
903	3001885	CONNECTOR\COMPRESSION-T.SERVICE.1/0 STR-4 STR.BARE.YELLOW/ORANGE...	EACH	
904	3001890	CONNECTOR\COMPRESSION-T.SERVICE.1/0 STR-2 STR.BARE.YELLOW/RED...	EACH	
905	7004507	CONNECTOR,COMPRESSION,SERVICE,INS,4/0:2,PNK:RED	EACH	
906	7004508	CONNECTOR,COMPRESSION,SERVICE,INS,4/0:2/0,PNK:GRY	EACH	
907	7005005	CONNECTOR,COMPRESSION,SERVICE,INS,4/0:4,AL,PNK:ORG	EACH	
908	7000501	CONNECTOR,COMPRESSION,SERVICE SLEEVE,4/0STR,AL,P:P	EACH	
910	7003695	CONNECTOR,COMPRESSION,SERVICE,INS,6A:8SOL,BLUE:BRN	EACH	
911	1156927	CAPACITOR,50KVAR,2400V,60HZ,BIL,75KVBIL,10KA FAULT DUTY,1-BUSHING WITH INSULATED CAP,KVAR SIZE STENCILED ON BUSHING END OF CAN IN 1" NUMBERS	EACH	
912	7004765	CAPACITOR,100KVAR,2400V,60HZ,75KVBIL,10KA FAULT DUTY,1-BUSHING WITH INSULATED CAP,KVAR SIZE STENCILED ON BUSHING END OF CAN IN 1" NUMBERS	EACH	
913	7004766	CAPACITOR,150KVAR,2400V,60HZ,75KVBIL,10KA FAULT DUTY,1-BUSHING WITH INSULATED CAP,KVAR SIZE STENCILED ON BUSHING END OF CAN IN 1" NUMBERS	EACH	
914	7004760	CAPACITOR,100KVAR,7200V,60HZ,95KVBIL,10KA FAULT DUTY,1-BUSHING WITH INSULATED CAP,KVAR SIZE STENCILED ON END OF CAN IN 1" NUMBERS	EACH	
915	7004761	CAPACITOR,150KVAR,7200V,60HZ,95KVBIL,10KA FAULT DUTY,1-BUSHING WITH INSULATED CAP,KVAR SIZE STENCILED ON BUSHING END OF CAN IN 1" NUMBERS	EACH	
916	7004762	CAPACITOR,200KVAR,7200V,60HZ,95KVBIL,10KA FAULT DUTY,1-BUSHING WITH INSULATED CAP,KVAR SIZE STENCILED ON BUSHING END OF CAN IN 1" NUMBERS	EACH	
917	7004763	CAPACITOR,300KVAR,7200V,60HZ,95KVBIL,10KA FAULT DUTY,1-BUSHING WITH INSULATED CAP,KVAR SIZE STENCILED ON BUSHING END OF CAN IN 1" NUMBERS	EACH	
918	7004764	CAPACITOR,400KVAR,7200V,60HZ,95KVBIL,10KA FAULT DUTY,1-BUSHING WITH INSULATED CAP,KVAR SIZE STENCILED ON BUSHING END OF CAN IN 1" NUMBERS	EACH	
919	1157035	CAPACITOR,100KVAR,7960V,60HZ,95KVBIL,10KA FAULT DUTY,2-BUSHING WITH INSULATED CAPS,KVAR SIZE STENCILED ON END OF CAN IN 1" NUMBERS	EACH	
920	1157043	CAPACITOR,200KVAR,7960V,60HZ,95KVBIL,10KA FAULT DUTY,2-BUSHING WITH INSULATED CAPS,KVAR SIZE STENCILED ON END OF CAN IN 1" NUMBERS	EACH	

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SCHEDULE A
Kentucky Utilities

921	1157051	CAPACITOR,300KVAR,7960V,60HZ,95KVBIL,10KA FAULT DUTY,2-BUSHING WITH INSULATED CAPS,KVAR SIZE STENCILED ON END OF CAN IN 1" NUMBERS	EACH	
922	1157060	CAPACITOR,400KVAR,7960V,60HZ,95KVBIL,10KA FAULT DUTY,2-BUSHING WITH INSULATED CAPS,KVAR SIZE STENCILED ON END OF CAN IN 1" NUMBERS	EACH	
924	1156686	BOX,JUNCTION,CAPACITOR,WITH LEADS OF A-6',B-5' & C-5' IN LENGTHS MUST HAVE A MIN. OF 5 TERMINAL POSITIONS	EACH	
925	7006210	SENSOR,CURRENT,15KV,LINE POST,60A:1V RATIO,FOR CURRENT AND VAR CONTROLLED CAPACITOR BANKS	EACH	
926	1158401	CONTROL,CAPACITOR,CRNT,FOR SOCKET BASE ***UPON RECEIPT,SEND TO ELECT METER *** ** FOR TESTING*** ** ISSUE IIN 1159327 WITH THIS ITEM ***	EACH	
927	7003160	INSULATOR,LINE POST,34KV,HOR. CLAMP,PORC,STL POLE ARRESTER,DISTRIBUTION,UG,PARKING	EACH	4635-70
933	7010131	STAND,10KV,MOV.POLYMER,8.4KV MCOV RATING,W/36" GROUND LEAD	EACH	167PSA-10
934	7001812	CONDUCTOR,OH WIRE,4,CW,BARE,SOLID,40% CONDUCTIVITY,50 LB COIL (432),(CONVERSION: FEET YOU WANT DIVIDED BY 8.64 = POUNDS TO ORDER)	POUND	
935	3002382	GUARD,WILDLIFE,BUSHING SHIELD,POLYMER,DIAMETER - 10.25" (ZAP SHIELD) USE HOT STICK FOR INSTALLATION	EACH	W-1525R
936	7001095	SHACKLE,ANCHOR,25,000 LB,2-3/16" LONG,5/8" PIN AND COTTER KEY	EACH	ASH-45
937	3002377	DEADEND,TENSION,AUTO,FLEXIBLE BAIL,2/0 STR ACSR,AAAC,AAAC,GRAY	EACH	GD-447
938	3002374	DEADEND,TENSION,AUTO,CLEVIS,2/0 STR ACSR,AAAC,AAAC,GRAY	EACH	
939	3002375	DEADEND,TENSION,AUTO,FLEXIBLE BAIL#4 SOL CU,#6 3&7-STR CU	EACH	
940	3002376	DEADEBD,TENSION,AUTO,FLEXIBLE BAIL,#4 & #2 STR ACSR,AAAC,AAAC,RED-ORANGE	EACH	
941	7000143	BRACE,CROSSARM,72" SPAN,36" DROP	PAIR	
942	7001155	SLEEVE,UG,SECTIONALIZING ENCLOSURE,3 PHASE,FITS IIN 7001154,18" X 60" X 18",FG	EACH	
943	7006668	SPLICE,TENSION,AUTO,#2 SOL CU,ALSO #4 CU (3-STR ONLY) SEE 7003940 FOR #4 7-STR CU	EACH	
944	1164451	TAPE,ELECTRICAL,VINYL,1-1/2"X 8.5 MIL X 66',BLACK,ALL WEATHER	EACH	
945	3002934	CONDUCTOR,OH WIRE,4,CW,BARE,SOLID,40% CONDUCTIVITY,25 LB SPOOL,(CONVERSION: FEET YOU WANT DIVIDED BY 8.64 = POUNDS TO ORDER)	POUND	
946	3000021	CONNECTOR,#4-#14,3 POSITION,SET SCREW,NON-SUBMERSIBLE,600V CLEAR INSULATION,WITH INHIBITOR,FOR STREET LIGHT CONNECTIONS IN POLES AND ABOVE GROUND	EACH	SLC3-0C-P
947	7000658	CONDUIT,PVC,6"X10',SCH 80,LONG BELL END,GREY	FOOT	49417-010
948	1163678	CLEVIS,INSULATOR,SWINGING,#1 WIRE HOLDER 3/8" PIN DIA,CLEVIS MATERIAL WIDTH 3/4" STD PKG = 100	EACH	J1614
949	1163686	CLEVIS,SWINGING,BRACKET,SINGLE SPOOL, LESS INSULATOR	EACH	352
950	7000241	BOLT,EYE,OVAL,5/8",16",GALV,WISQ NUT,STD PKG = 25	EACH	29966
951	1566794	CABLE,UG,15KV,1/0 AAC,175MIL,100%JCN,19 STR COMPRESSED,STR BLOCK,175 TRXLPE,16-#14 CU NEUT,LLDPE JKT,2500 FT. NON-RETURN REELS,AEIC-CS8/ICEA S-94-649,LGE SPEC 1566794	FOOT	1566794
952	3003216	CLAMP,TAP,HOT LINE,4/0-#4 MAIN,2-8 TAP,DUAL RATED,W/INHIBITOR,DEAD MAKE/BREAK APPLICATIONS ONLY	EACH	SCH-10-P
953	3003217	CLAMP,TAP,HOT LINE,795-336KCM MAIN,1/0-8 TAP,DUAL RATED,W/INHIBITOR,DEAD MAKE/BREAK APPLICATIONS ONLY	EACH	SCH-6362-P

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Schedule C1
Direct Labor Job Descriptions and Responsibilities

LG&E/KU STOREROOM
CONTRACTOR JOB DESCRIPTION
STOREKEEPER A

Position Description

Manage and operate warehouse without E.ON U.S. presence. Provide support and On-the-Job training to Storekeeper B positions.

The following are in addition to all responsibilities, qualifications, and requirements of Storekeeper B:

General Responsibilities

- INVENTORY MANAGEMENT SYSTEM (ORACLE)
 - Requisitioning and purchasing materials
 - Receiving materials
 - Physical Inventory (Cycle) counts
 - Miscellaneous material transactions
 - Reconciling Accounts Payable issues
 - Use of Bar Coding at designated locations
 - Setting up material Bin/Row locators
 - Issuing of materials from stock, including charging out materials for all jobs including our work management system (STORMS).
 - Run standard Reports from the ORACLE system
 - Perform Returns and Retirement
- WORK MANAGEMENT SYSTEM (STORMS)
 - Completing 610's (Material Requisition)
 - Communicate with designing engineers
 - Run 16 week forecast
- Thorough understanding of ordering materials through a variety of methods, i.e. Procard, e-Procurement (supplier furnished electronic ordering methods), System requisitioning, and System generated suggested purchase levels
 - Understanding of inventory management principles
 - Identification of dead-stock, slow-moving, or excessive stock items
 - Managing inventory levels based on established min/max or forecast material requirements
 - Meet established inventory metrics
 - Conduct weekly storeroom walkthroughs to analyze inventory levels
- Understanding of storeroom organization
 - Maintaining the storeroom organization by locating similar and/or compatible materials together.
 - Staff storeroom during regular crew operating times

ORIGINAL

- Assign material locators as needed
- Understanding customer budgets and the importance of using correct account numbers
 - Charging of materials to appropriate project, task, and expenditure org.
- Knowledge of key, frequently used suppliers and ability to resolve ordering problems
 - Following up on delivery dates, invoicing issues, expedites, RMA's, etc
- Coordinate and transfer of materials to and from other storeroom locations as needed.
 - Complete Material Transfer in ORACLE
- Expedite materials based on job requirements
 - Contact suppliers to improve delivery dates on materials
- Knowledge of materials used in T&D construction standards
 - To understand material availability or substitutions
- Coordinate with Team Leaders to determine whether materials can be kitted, be delivered to job site, or other designated location on requested date
- Other duties as designated by Company

General Skills

- Ability to work without direct on site supervision
- Good working knowledge of Microsoft Office applications

ORIGINAL

**LGE/KU STOREROOM
CONTRACTOR JOB DESCRIPTION
STOREKEEPER B**

Position Description

Upon direction, provide accurate and efficient ordering, receiving, storing, controlling, and issuing of materials used to support T&D operations. Identifies and provides field customers value added support services according to their unique business and/or location requirements.

General Responsibilities

- Relationship Management
 - Effectively serve as the on site representative of the LGE/KU Supply Chain group
 - Responding to internal customer needs via phone, e-mail, etc
 - Maintain a high degree of customer satisfaction through continuous interaction with Op Center management and Line Construction Team Leaders, and Contractors
- Required to be certified to operate a forklift and other material handling equipment
 - Responsible for the maintenance and recordkeeping of forklift checklist, repairs and preventative maintenance
- Ensure accuracy of all receiving documents, i.e. Packing slips and bills of lading
 - Unloading and possible delivery of items to designated requestor
- Stocking materials in their designated warehouse location by Internal Identification Number (IIN)
- Update stocked materials based on engineering standards changes or discontinues as needed
 - Assure IIN's are updated
 - Assure smooth transition from old item to new item
 - Coordinate disposition of obsolete or discontinued items
- Maintain organization and housekeeping of storeroom facility and yard
- Coordinate the disposition of all scrap materials, i.e. metals, wood, reels, etc as needed
 - Contact designated contractor for pick-up
 - Document disposition as per company guidelines
- Attend and participate in site specific weekly and quarterly safety meeting with their company representative
- Available to travel and work at other locations as needed. Routinely service multiple locations
- Handling Hazardous Material requirements
 - Monitor handling guidelines for hazardous materials at their location (i.e. transformer oil, MV lamps, PCB's)
 - Understand company spill response procedures and notification policy
- Update Distribution Equipment Tracking System (DETS) for 3 phase pad mounted and large single phase installations

- Maintain and update material records
- Perform physical inventory counts
- Other duties as designated by Company

General Skills

- Possess good oral and written communication skills and the ability to build good rapport with both suppliers and internal customers
 - Ability to work in both office and storeroom environment
 - Have ability and attitude to learn through On-the-Job training
 - Possess or have the ability to obtain basic working knowledge and use of Microsoft applications, i.e. Microsoft Office, (Word, Excel, etc)
 - Basic knowledge of Inventory Management Principles
 - Valid driver's license with satisfactory safety driving record required at all times. CDL required at some locations
 - Basic knowledge of T&D materials desirable
 - Subject to random drug testing
 - Regular attendance is a must
 - Must be able to lift up to 50 lbs and push or pull up to 100 lbs
 - Routine travel to multiple locations. Occasional overnight stay may be involved
-

**LG&E/KU STOREROOM
CONTRACTOR JOB DESCRIPTION
LABORER**

Position Description

Load, unload, and stage transformers and other equipment for pickup by company or contractor personnel.

General Responsibilities

- Required to be certified to operate a forklift and other material handling equipment
 - Responsible for the maintenance and recordkeeping of forklift checklist, repairs and preventative maintenance
- Ensure accuracy of all receiving documents, i.e. Packing slips and bills of lading
- Maintain organization and housekeeping of storeroom facility and yard
- Coordinate and stage decommissioned transformers for pick up by contractor as needed
 - Document disposition as per company guidelines
- Attend and participate in site specific weekly and quarterly safety meeting with their company representative
- Handling Hazardous Material requirements
 - Monitor handling guidelines for hazardous materials at their location (i.e. transformer oil, MV lamps, PCB's)
 - Understand company spill response procedures and notification policy
 - Be able to coordinate and implement spill response and notification procedures in an emergency
- Perform physical inventory counts

General Skills

- Possess good oral and written communication skills and the ability to build good rapport with both suppliers and internal customers
- Ability to work in both office and storeroom environment
- Have ability and attitude to learn through On-the-Job training
- Subject to random drug testing
- Regular attendance is a must
- Must be able to lift up to 50 lbs and push or pull up to 100 lbs

ADDENDUM B

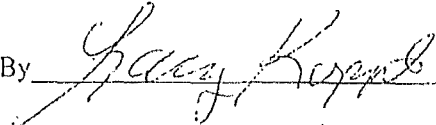
CONFIDENTIALITY AGREEMENT

This agreement entered into as of the 15th day of January, 2008 between Louisville Gas and Electric and Kentucky Utilities on behalf of itself and its affiliated companies, their successors and assigns (hereafter collectively called "Customer") and Brownstown Electric Supply Co, Inc, (hereinafter called "Contractor"), agree to the following:

CONFIDENTIAL INFORMATION

All information relating to the Work of the business of Customer, including, but not limited to, drawings and specifications relating to the Work, shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of the Work or as authorized in writing by Customer. All drawings, specifications or documents furnished by Customer to Contractor or developed in connection with the Work shall either be destroyed or returned to Customer (including any copies thereof) upon request at any time.

Kentucky Utilities Company


By 

(Print): LARRY KOPPERT

Title Mgr. Supply chain

Date 1-14-2008

Brownstown Electric Supply Co., Inc.

By 

(Print): GREGG DECK

Title CEO

Date 1-21-2008

ORIGINAL

ADDENDUM C
E.ON U.S. LLC
INFORMATION TECHNOLOGY (IT) SECURITY AGREEMENT

This Security Agreement ("Agreement") is made and entered into as of this 15th day of January, 2008, by and between Brownstown Electric Supply Co., ("Contractor") and E.ON U.S. LLC, and affiliates ("E.ON U.S."). This Agreement shall define the Contractor's obligation to comply with common security best-practices, and E.ON U.S.'s rights for monitoring and auditing Contractor's compliance as set forth below. Contractor hereby agrees to adhere to a minimum set of security best-practices as follows throughout the period commencing on the date of this Agreement and continuing until the later to occur of the expiration or termination of the Agreement (or any successor agreement thereof).

1. *Appropriate use:* The Contractor's connection(s) to E.ON U.S.'s network are provided for a specific business purpose as defined in the Contracts KU 452817 and LGE 767662, and are to be utilized for that purpose only. Any other use of this connection is explicitly prohibited, including such activities as attempts at unauthorized access to other customer systems, applications, or information; scanning or network browsing to enumerate customer's systems, applications, open ports, network shares or other shared resources, etc.; or running or attempting to run any unauthorized software on any of the customer's systems to which the vendor may have access. In the case where customer-owned client workstations are provided to allow the vendor to perform their defined business function for customer, such equipment shall not be modified without prior written authorization by the customer. Such modifications include making unauthorized changes to the installed system configuration, installing unauthorized software, or attaching any additional devices, network connections, etc.
2. *Access control:* In order to control access to the Contractor's network, unique user-ID's and passwords shall be utilized for each individual that requires access. The passwords associated with these user-ID's shall be managed according to generally-accepted best practices, notably:
 - 1.1 The passwords shall be a minimum of seven characters in length, should not be a common name or be found in a dictionary, and should contain a mixture of alpha characters, numbers, and special symbols (such as #, !, %, etc.).
 - 1.2 The passwords shall expire at a maximum of 90-days.
 - 1.3 A history of the previously used passwords shall be maintained such that no password shall be re-used for at least 99 generations.
3. *System inactivity timeouts:* Client and servers residing on the Contractor's internal network shall employ automatic system inactivity lockouts. An example of this would be a password-protected screen saver that engages automatically based on a specified period of inactivity. This default inactivity timeout should be set for no more than 15 minutes. Where practical, this client timeout shall be enforced through policy settings on the connected workstation.
4. *Virus protection:* Virus protection software shall be run on all servers and client workstations that reside on the Contractor's internal network at all times. The virus signature files on these devices shall be updated in a timely manner as new releases are made available by the virus protection software Contractor, preferably in an automated fashion. Updates shall be applied at a minimum of weekly, or as released by the virus protection software Contractor.
5. *Secure Installation:* The Contractor shall ensure that all unnecessary software, services and ports on the system are removed or disabled. The most currently available operating system updates and patches should be applied and tested as an integral part of the initial installation. Logging functionality should be enabled to, at a minimum, capture login activity.
6. *Network Isolation:* The Contractor shall provide support for the potential isolation of the E.ON U.S. network segment(s) on which the Contractor's system operates. The Contractor shall provide all technical information necessary to facilitate construction of appropriate firewall rules, including full disclosure of which hosts need to communicate through each firewall interface and what protocols and ports those hosts utilize.

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7. *Operating System / security patch updates:* Periodically, system software vendors release updates or security patches to address specific problems or vulnerabilities that are identified with this software. These updates will be routinely reviewed by the Contractor's system administrators for relevance and priority, and patches to any client or server system software determined to be important shall be applied in a timely manner. In evaluating the priority and relevance of these updates, the Contractor shall consider the relevance and priority as noted by generally-recognized independent security organizations. Among these are CERT, NIPC, SANS, etc. Any updates deemed to be of critical importance shall be applied as soon as possible to all applicable clients or servers on the Contractor's internal network. Any updates that fall below this level of criticality shall be applied in a timely basis as determined by the Contractor and E.ON U.S. based on potential impact to both parties.
8. *Remote Access:* If the scope of the services being provided by the Contractor requires remote access to the E.ON U.S. network, the Contractor shall utilize Virtual Private Network (VPN) encryption technology, managed routing, and two factor authentication to provide this access. The VPN and authentication solutions must be approved by E.ON U.S.'s IT Security department.
9. *Modems:* No modems or other network access points shall be connected to the Contractor's network or networked devices, unless such modems are protected from unauthorized access by not allowing incoming calls on the phone line connected to these devices, or by similar protection schemes that provide access to authorized users only. Under no circumstances shall a Contractor workstation have simultaneous connectivity to both E.ON U.S.'s network, and any or network, ISP, or system, unless such connectivity is specifically reviewed and permitted in writing by E.ON U.S.'s IT Security Department.
10. *Monitoring/logging:* Logging of operating system events, security alerts, firewall traffic blocked, etc., shall be enabled on appropriate devices on the Contractor's network. These logs shall be routinely reviewed for possible unauthorized access attempts or system intrusions, and appropriate corrective actions taken by Contractor's system administrators. *Any intrusion or unauthorized system access that has the potential of impacting the E.ON U.S., its systems or data shall be immediately be brought to the attention of the E.ON U.S. IT Security Department.* E.ON U.S. shall be given reasonable access to those logs during normal business hours from and after the date hereof through the second (2nd) anniversary of the date of expiration or termination of the Agreement (or any successor agreement), which access commitment of Contractor shall survive such expiration or termination and continue to be binding on Contractor throughout that period.
11. *FERC/NERC Cyber Security Standards Compliance:* For systems that fall within the scope of the current FERC/NERC Cyber Security Standards (1200 and CIP-002 – CIP-009) the Contractor must:
 - 11.1. Demonstrate that the system is technically capable of being compliant; and
 - 11.2. If the Contractor is providing implementation services, provide written certification that the system is implemented in a manner that ensures compliance.
12. *Auditing:* E.ON U.S. retains the right to periodically audit the security policies, practices and standards of the Contractor as it pertains to the operation of its IT systems and network that potentially may impact, either directly or indirectly, Contractor's services, support, or interfaces to E.ON U.S.'s applications or network. Contractor shall provide reasonable resources in support of performance of the audit at no cost to E.ON U.S.. These audit rights will continue in force and effect from and after the date hereof through the second (2nd) anniversary of the date of expiration or termination of the Agreement (or any successor agreement). The audit rights of E.ON U.S. provided for above shall survive such expiration or termination and continue to be binding on Contractor throughout that period. Contractor agrees to afford E.ON U.S. reasonable access to Contractor's IT systems, network and related equipment and facilities in order to facilitate E.ON U.S.'s audit rights, as requested by E.ON U.S. from time-to-time during the period described above. Modifications to these policies, practices, or standards may be required from time-to-time by the E.ON U.S. to address additional security issues, vulnerabilities, or areas of concern.
13. *Confidentiality:* All information relating to the Work or the business of LG&E, including, but not limited to, systems, platforms, data, processes, methodologies, drawings and specifications relating to the Work, shall be held in confidence by Contractor and shall not be used by Contractor for any purpose other than for the performance of the Work or as authorized in writing by LG&E. All documents furnished by LG&E to Contractor or developed in connection with the Work shall either be destroyed or returned to LG&E (including any copies thereof) upon request at any time.
14. *Reaffirmation:* Except as amended or modified by this Agreement, the Agreement shall continue in full force and effect from and after the date hereof in accordance with its terms.

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WITNESS the signatures of the undersigned as of the date first written above.

E.ON U.S. LLC

By: [Signature]

Name (Print): LARRY KOPPLE

Title: Mgr. Supply Chain

Date: 1-14-2008

Brownstown Electric Supply Co, Inc.

By: [Signature]

Name (Print): GREGG DECK

Title: CEO

Date: 1-21-2008

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ADDENDUM D
ELECTRONIC DATA INTERCHANGE TRADING PARTNERS
AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNERS AGREEMENT (the "Agreement") is made as of January 15, 2008, by and between E.ON U.S. LLC, and affiliates ("LG&E" and "KU"), and Brownstown Electric Supply Co. Inc. ("Seller").

RECITALS

LG&E/KU and the Seller desire to facilitate purchase and sale transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions and contracts therefore are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

Section 1. PREREQUISITES

- 1.1 **Documents; Standards.** Each party may electronically transmit to or receive from the other party any of the transaction sets listed in Appendix A and transaction sets which the parties by written agreement add to Appendix A (collectively "Documents"). Any transmission of data which is not a Document shall have no force or effect between the parties, unless justifiably relied upon by the receiving party. All Documents shall be transmitted in accordance with the standards set forth in Appendix A.
- 1.2 **Third Party Service Providers**
 - 1.2.1 Documents will be transmitted electronically to each party either, as specified in Appendix A, directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon thirty (30) days prior written notice.
 - 1.2.2 Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in Appendix A.
- 1.3 **System Operations.** Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.
- 1.4 **Security Procedures.** Each party shall properly use those security procedures, including those specified in Appendix A, if any, which are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect both parties' business records and data from improper access.

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- 1.5 **Signatures.** Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Document transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Neither party shall disclose to any unauthorized person the Signatures of the other party.

Section 2. **TRANSMISSIONS**

- 2.1 **Proper Receipt.** Documents shall not be deemed to have been properly delivered or received, and no Document shall give rise to any obligation, until accessible to the receiving party at such party's Receipt Computer designated in Appendix A.
- 2.2 **Verification.** Upon proper receipt of any Document, the receiving party shall promptly and properly transmit a functional acknowledgment in return, unless otherwise specified in Appendix A.
- 2.3 **Acceptance.** Any Document which has been properly received which constitutes an offer for a contract shall not be considered accepted unless and until the party receiving such Document has accepted the offer under applicable law.
- 2.4 **Garbled Transmission.** If any properly transmitted Document is received in an unintelligible or garbled form, the receiving party shall notify the originating party (if identifiable from the received Document) in a reasonable manner within 24 hours of receipt. In the absence of such a notice, the originating party's records of the contents of such Document shall control.

Section 3. **TRANSACTION TERMS**

- 3.1 **Terms Provisions, and Conditions.** In case of Transactions within the scope of a written agreement between the parties, such Transactions shall be governed by the terms, provisions, and conditions set forth in the Documents and in such written agreement. All other Transactions between the parties shall be governed by the terms, provisions, and conditions set forth in the Documents and on Appendix A and Appendix B hereto.
- 3.2 **Confidentiality.** All information contained in any Document or otherwise exchanged between the parties shall be held in confidence by the receiving party and shall not be used for any purpose other than performing Transactions with the other party, except as otherwise agreed to in writing between the parties. User names and passwords assigned for transmission of Documents shall be used solely for authentication of Transactions and shall not be disclosed to a third party by either party.

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3.3 Validity; Enforceability.

- 3.3.1 This Agreement has been executed by the parties to evidence their mutual intent to create binding purchase and sale obligations governed by the terms, provisions, and conditions as set forth in Section 3.1 pursuant to the electronic transmission and receipt of Documents.
- 3.3.2 Any Document properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, any other written agreement between the parties, or this Agreement, to be a "writing" or "in writing"; and any such Document when containing or to which there is affixed, a Signature ("Signed Documents") shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.
- 3.3.3 The conduct of the parties pursuant to this Agreement, including the use of Signed Documents, properly transmitted pursuant to this Agreement, shall, for all legal purposes, evidence a course of performance accepted by the parties in furtherance of this Agreement and any other agreements between the parties.
- 3.3.4 The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law relating to whether certain agreements must be in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.

Section 4. MISCELLANEOUS

- 4.1 **Termination.** This Agreement shall remain in effect until terminated by either party with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any Documents or otherwise under this Agreement prior to the effective date of termination or arising under any other agreement.
- 4.2 **Severability.** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 4.3 **Entire Agreement.** This Agreement and the Appendices constitute the complete agreement of the parties relating to the matters specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any Transaction is to be implied from the execution or

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delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

4.4 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

4.5 **Force Majeure.** No party shall be liable for any failure to perform its obligations in connection with any Transaction or any Documents where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

4.6 **Conflicts Provision.** The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction.

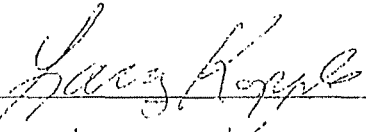
4.7 **Limitation of Damages.** Neither party shall be liable for any special, incidental exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of any Documents pursuant to this Agreement, even if such party has been advised of the possibility of such damages.

Each party has caused this Agreement to be executed on its behalf by a duly authorized representative as of the date noted below.

As referenced in Contracts noted below:

Louisville Gas and Electric #767662
Kentucky Utilities # 452817

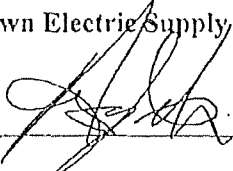
E.ON U.S. LLC

By 
(Print): LARRY KOPPLE

Title Mgr. Supply Chain

Date 1-14-2008

Brownstown Electric Supply Co. Inc.

By 
(Print): GREGG DECK

Title CEO

Date 1-21-2008

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APPENDIX A TO ELECTRONIC DATA
INTERCHANGE TRADING PARTNERS AGREEMENT

1. Transaction Sets:

850 Purchase Order
810 Invoice
857 Advanced Shipping and Billing Notice (ASBN)
997 Functional Acknowledgement

2. Standards: 850 ANSI x.12, version 4010
997 ANSI x.12, version 4010
810 ANSI x.12, version 3020
857 ANSI x.12, version 4010
997 ANSI x.12, version 3020

3. LG&E/KU will use Sterling as its Provider. The Seller may use a different Provider, but will advise LG&E's/KU's EDI Group if an interconnect is to be used.
4. For documents transmitted by LG&E/KU, LG&E/KU will pay the costs of transmission between LG&E/KU and its Provider's mailbox and the Seller will pay the costs of transmission between LG&E's/KU's Provider's mailbox and the Seller. For Documents transmitted by the Seller, the Seller will pay the cost of transmission between the Seller and LG&E's/KU's Provider's mailbox and LG&E/KU will pay the costs of transmission between LG&E's/KU's Provider's mailbox and LG&E/KU.
5. The Receipt Computer for both parties is the Sterling mailbox.
6. LG&E/KU requests return Functional Acknowledgements for Purchase Orders transmitted and will send Functional Acknowledgements upon receipt of Invoices and ASBN's.
7. LG&E/KU intends to transmit and retrieve Documents each working day between the hours of 6:00 a.m. and 7:00 p.m. The Seller will retrieve orders from the Provider's service mailbox with such frequency and regularity that timely receipt of such orders is insured.
8. Payment terms and freight terms will be set forth on each Purchase Order unless the parties hereto have agreed on standard payment and/or freight terms either in this Agreement or in a different written agreement.
9. The standard LG&E/KU mailing address for Invoice transmittal, which will be transmitted on LG&E's/KU's Purchase Order, is DUNS # 006945505. For mailing purposes the addresses for each respective company are:

Kentucky Utilities
Accounts Payable Department
P.O. Box 32020
Louisville, KY 40232-2020

006944938

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Louisville Gas & Electric Co. 006945505
Accounts Payable Department
P.O. Box 32020
Louisville, KY 40232-2020

LG&E Services Inc 006103696
Accounts Payable Department
P.O. Box 32020
Louisville, KY 40232-2020

Western Kentucky Energy 031072619
P.O. Box 1518
Henderson, KY 42419-1518

10. The following hazardous materials statement applies to all materials purchased by LG&E/KU:

"For hazardous materials as defined by 29CFR 1910.1200 a Material Data Sheet (MSDS) is required prior to delivery. Please mail to E.ON U.S. LLC, Corporate Health and Safety, P.O. Box 32020, Louisville, KY 40232-2020."

11. The following materials requirement statement is to be considered as part of every transmitted Purchase Order:

"NO ASBESTOS CONTAINING MATERIAL ALLOWED"

12. The parties hereto agree to endeavor on a continuous basis to improve the electronic data interchange process between the parties and agree to share knowledge of technological advances, to exchange ideas, and to implement new procedures to achieve that end.

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APPENDIX B TO ELECTRONIC DATA
INTERCHANGE TRADING PARTNERS AGREEMENT

TERMS, PROVISIONS AND CONDITIONS

1. Delivery and Acceptance. Time is of the essence. If any goods are not delivered or services performed within the specified times, or within a reasonable time if no time is specified, then Company may terminate the order by notice to Seller in addition to exercising all other rights and remedies available to Company under applicable law. All materials and work are subject to Company's acceptance. Payment shall not constitute acceptance.
2. Warranties. Seller expressly warrants that the goods and/or services shall:
 - (a) Comply strictly with the provisions of the order and all specifications, drawings, and exhibits referred to in the order or thereafter furnished by Company;
 - (b) Be new, merchantable, and of the most suitable grade in accordance with the highest industry standards and specifications;
 - (c) Be fit for Company's intended purposes;
 - (d) Be in full compliance with all applicable laws, ordinances, regulations, codes, and facility rules, including those relating to safety; and
 - (e) Be free from any patent, copyright, or trademark claims, infringements or rights of others. All such warranties shall extend for a reasonable time, but in no case less than eighteen (18) months after delivery or twelve (12) months after the start of regular use by Company, whichever occurs first.
3. Changes. Company reserves the right at any time to change the specifications, quantity ordered, and/or delivery date. Such changes may result in adjustments in the price or delivery schedule in accordance with the pricing and delivery structure of the order. However, in the case of a change in specifications, any claim for adjustment of price or delivery schedule by the Seller shall be waived unless such claims are asserted in writing within five (5) working days after receipt of Company notice of change. Seller shall continue performance pursuant to the order during the time any claim hereunder is pending.
4. Termination. Company shall have the right at any time with or without cause to terminate the order by written, telegraphic, or electronic notice to Seller. In case of Seller's default, Company shall have all rights and remedies available under applicable law. In no case shall Company be liable for special, incidental or consequential damages. Company shall not have any liability for such termination except as follows:
 - (a) In case of termination of an order for goods specially manufactured for Company, if Seller is not in default, then Company shall be liable for actual costs incurred by the Seller prior to the notice of termination pursuant to the order up to the price of the goods.
 - (b) In case of termination of an order for services, if Seller is not in default, Company shall be liable for payment for services performed prior to the notice of termination.
 - (c) In case of termination of an order for goods not specially manufactured for Company, if Seller is not in default, Company shall not have any liability for termination of the

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order. Company shall have the right to return any goods purchased from Seller as long as such goods have not been specially manufactured for Company and are being stocked by Seller at the time Company returns the goods.

5. Equal Employment Opportunity. To the extent applicable, Seller shall comply with all of the following provisions, which are incorporated herein by reference:
- (a) Equal Opportunity regulations set forth in 41 CFR 60-1.4(a) and (c) prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin;
 - (b) Vietnam Era Veterans Readjustment Assistance Act regulations set forth in 41 CFR 60-250.4 relating to the employment and advancement of disabled veterans and veterans of the Vietnam era;
 - (c) Rehabilitation Act regulations set forth in 41 CFR 60-741.4 relating to the employment and advancement of qualified disabled employees and applicants for employment;
 - (d) Clause known as "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" set forth in 15 USC 637(d)(3); and
 - (e) The subcontracting plan requirements of 15 USC 637(d).
6. Indemnification. Seller agrees to release, indemnify, hold harmless and defend Company, affiliated companies, and all of their directors, officers, employees, agents, and representatives from and against any claim, liability, loss, and expense (including but not limited to attorney's fees) arising directly or indirectly out of or in connection with goods or services supplied under the order, including but not limited to those arising directly or indirectly out of or in connection with:
- (a) Injury to or death of persons (including but not limited to the employees of Company) or damage to or loss of property (including but not limited to the property of Company); and
 - (b) Seller's failure to comply with or breach of any warranty or other obligation in this order. Seller's indemnification obligations shall apply, regardless of whether the party to be indemnified was concurrently at fault: but shall not apply if the party to be indemnified was solely at fault.
7. Independent Contractor. Nothing herein shall be deemed to constitute Seller, or any of Sellers' employees or agents, to be the agent, representative or employee of Company. Seller shall be an independent contractor and shall have sole responsibility for and control over the details and means of performance.
8. Insurance. Before any part of the services are performed or the goods are delivered, Seller shall, at Seller's sole cost, cause to be issued and maintained not less than the insurance coverage's set forth below:
- | Type of Insurance | Limits (in \$ millions) | |
|-----------------------------------|-------------------------|---|
| Commercial General Liability | General Aggregate | 2 |
| (including Contractual Liability) | Prod./Comp. Op. Agg | 1 |
| written on an occurrence basis | | |

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	Personal & Adv. Injury	1
	Each Occurrence	1
Automobile Liability, including any auto, hiring autos and non-owned autos	Combined Single Limit	1
Excess Liability, Umbrella Form	Each Occurrence	2
	Aggregate	2
Worker's Compensation and Employer's Liability	Each Accident	.5
	Disease - Policy Limit	.5
	Disease - Each Employee	.5

Certificates of Insurance satisfactory in form to Company and signed by the Seller's insurer shall be supplied by Seller to Company, evidencing that the above insurance is in force and that not less than thirty (30) calendar days' written notice will be given to Company prior to any cancellation of restrictive modification of the policies. The Seller shall cause its insurer to waive all subrogation rights against Company, except with regard to Worker's Compensation, and evidence thereof satisfactory in form and substance to Company shall be exhibited in the Certificate of Insurance. Seller's liability shall not be limited to its insurance coverage. Company shall be added as an Additional Insured under the Seller's Commercial General Liability, Auto Liability and Excess Liability policies.

9. *Assignments.* Seller shall not assign its rights or obligations hereunder wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of Company. Subject to the foregoing, the provisions hereof shall be binding upon the successors and assigns of the parties hereto.
10. *Governing Law.* The transactions and agreements between the Seller and Company shall be governed by the subject to the law and jurisdiction of the Commonwealth of Kentucky (or the State of Virginia, if performance will occur at a Virginia site).
11. *Hazardous Materials.* For hazardous materials as defined by 29CFR1910.1200, a Material Safety Data Sheet (MSDS) is required prior to delivery. Please mail to Company, Industrial Hygienist, at Company's address. **NO ASBESTOS OR LEAD CONTAINING MATERIALS ALLOWED.**
12. *Sales Tax.* Do not bill Kentucky Sales Tax. Blanket Direct Pay Authorization maintained under 103 KAR 31:030. Permit # 037710
13. *Invoicing Instructions.* Show Order No., Line No. and Company Item Identification No. on invoice and all papers and packages relating to this order. Mail invoice to the "Bill To" address shown on the face of this Purchase Order for each lot of material shipped or delivered. Do not deliver invoices with goods. Freight must be transported as listed on the front of the Purchase Order. Freight that is prepaid and added to the invoice must be substantiated by attaching to the invoice original transportation bills receipted to the carrier.
14. *Payment Terms.* Unless otherwise agreed, payment terms are net 30 days on receipt of properly submitted invoice. Unless otherwise herein agreed, no COD orders will be

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accepted.

15. Modification. This purchase order, together with any written instructions issued hereunder and any attachments hereto, contains the complete and final agreement between Company and Seller and any agreement that purports to modify the terms and conditions herof shall not be binding upon Company unless made in writing and signed by Company's authorized representative.

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Code 39 Specification

Code 39 (sometimes called Code 3 from 9) is a discrete barcode. This means that a fixed pattern of bars represents a single character.

Each character is made up of 9 bars - 3 of which are wider than the others. (In this context a bar can be the printed black bar or the white space between the bars.) A single character therefore consists of 5 black bars and 4 white bars.

The ratio of the bar widths can range from 2.2:1 to 3:1. To read a barcode reliably the decoder must be able to differentiate between the wide and narrow bars. In practice it is better to use barcodes close to the 3:1 ratio which allows nearly a 50% barwidth error to occur before ambiguity occurs.

The space between each barcode character is called 'The intercharacter gap'. Its width is undefined but is usually equivalent to a narrow white bar.

The widths of the wide and narrow sets of elements should all be the same but in practice most printing processes incur 'ink spread'. This widens the bars at the expense of the spaces. This effect is most noticeable on narrow elements sometimes making the barcodes very difficult to scan with some decoders.

At Altek we believe that well designed fonts and print programs should take this into account (most we see don't!). All decoders using Altek decoding algorithms measure the barwidths separate from the spacewidths. This is one reason why the Altek decoders can often make good scans where others fail.

The Code 39 barcode symbology supports 43 characters plus an additional character used as a delimiter or start/stop character. The start/stop character always occurs as the first and last character in a complete barcode and is represented in the human readable text by the * character.

The 43 character set includes the following:

1234567890ABCDEFGHIJKLMNOPQRSTUVWXYZ -
 . \$ / + % SPACE

Note that the alphabetic characters are all upper case. If you wish to use lower case letters or other ASCII characters then Extended Code 39 must be used.

Bar Width Configuration Table

This table shows the bar configuration for each character in the Code 39 set. Note that the * character is used only for the start/stop character. It must be the first and last character appearing in the complete barcode. (Decoders do not usually transmit this character as part of the data string.)

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Attachment I

Char.	Pattern	Bars	Spaces	Char.	Pattern	Bars	Spaces
1		10001	0100	M		11000	0001
2		01001	0100	N		00101	0001
3		11000	0100	O		10100	0001
4		00101	0100	P		01100	0001
5		10100	0100	Q		00011	0001
6		01100	0100	R		10010	0001
7		00011	0100	S		01010	0001
8		10010	0100	T		00110	0001
9		01010	0100	U		10001	1000
0		00110	0100	V		01001	1000
A		10001	0010	W		11000	1000
B		01001	0010	X		00101	1000
C		11000	0010	Y		10100	1000
D		00101	0010	Z		01100	1000
E		10100	0010	-		00011	1000
F		01100	0010	.		10010	1000
G		00011	0010	Space		01010	1000
H		10010	0010	*		00110	1000
I		01010	0010	\$		00000	1110
J		00110	0010	/		00000	1101
K		10001	0001	+		00000	1011
L		01001	0001	%		00000	0111

Check Digit

A check digit is not often used with Code 39 but a few critical applications may require one. The check digit is the modulus 43 sum of all the character values in the message. It is printed as the last data character. The following table shows the character and value used for the calculation...

Char	Value	Char	Value	Char	Value	Char	Value
0	0	B	11	M	22	X	33
1	1	C	12	N	23	Y	34
2	2	D	13	O	24	Z	35
3	3	E	14	P	25	-	36
4	4	F	15	Q	26	.	37
5	5	G	16	R	27	space	38
6	6	H	17	S	28	\$	39
7	7	I	18	T	29	/	40
8	8	J	19	U	30	+	41
9	9	K	20	V	31	%	42
A	10	L	21	W	32		

Example calculation

Data: 12345ABCDE/

Sum of values: 1 + 2 + 3 + 4 + 5 + 10 + 11 + 12 + 13 + 14 + 40 = 115

115 divided by 43 = 2 remainder 29. Therefore T is the check digit.

Data with check digit: 12345ABCDE/T

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Contract No. 452817
Amendment No. (1) one

AMENDMENT TO CONTRACT

THIS AMENDMENT IS entered into, effective as of January 15, 2008, by and between Kentucky Utilities Company, (hereinafter referred to as "KU" (a Kentucky Corporation), whose address is 820 West Broadway, Louisville, Kentucky 40202, and Brownstown Electric Supply Co, Inc. (hereinafter referred to as "Contractor") whose address is 690 E. State Road 250, Post Office Box L, Brownstown, Indiana 47220. In consideration of the agreements herein contained, the parties hereto agree as follows:

1.0 PRICING SUMMARY

2.1 The Contract Price for 2009 has been adjusted per Article 7.2 set fourth in the Contract as full compensation to Contractor for full and complete performance by Contractor of this Amendment in full compliance with all terms and conditions of the Contract:

2.1.1 The 2009 increase is approved as noted on "Schedule C".

See attached updated complete rate sheet as referenced in Schedule C.

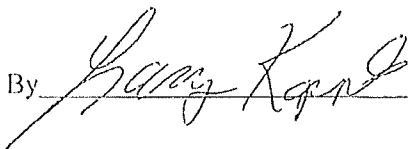
3.0 STATUS OF CONTRACT

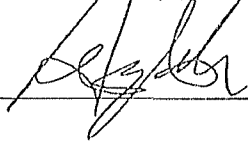
As amended herein, the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year below written, but effective as of the day and year first set forth above.

Louisville Gas & Electric Company

Brownstown Electric Supply Company, Inc.

By 

By 

Title Mgr Supply Chain Energy Delivery

Title Chief Executive Officer

Date 4-1-2009

Date 4.6.2009

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2009 Schedule C
Labor & Equipment

LG&E

Location	Employees	Equipment
Auburndale Operations Center	1 Storekeeper A 1 Storekeeper B	
South Service Center	1 Storekeeper A 1 Laborer	1 Pick-up

KU

Location	Employees	Equipment
Shelbyville/Carrollton Warehouse	1 Storekeeper A	1 Pick-up
Maysville/Mt. Sterling/Paris/London Warehouses	1 Storekeeper B	1 Pick-up
Lexington Stone Road Warehouse	1 Storekeeper A	1 Pick-up
Midway/Richmond/Winchester Warehouses	2 Storekeeper B 1 Storekeeper A	1 Flatbed 1 Pick-up

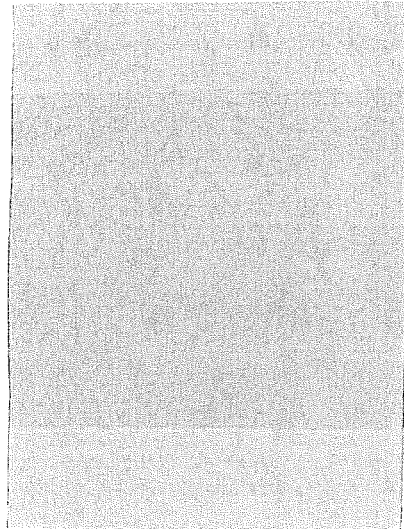
Storekeeper A
Base Rate
Total Burden & Profit
Bill Rate

Storekeeper B
Base Rate
Total Burden & Profit
Bill Rate

Laborer
Base Rate
Total Burden & Profit
Bill Rate

* Equipment
Bill Rate
Mileage Adder

* Equipment Rate firm for life of contract
* Actual fuel cost pass through added on monthly invoice
Note: Per original negotiations this will be the rate used when Brownstown employees requested to work Storm Restorations.



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CONFIDENTIAL INFORMATION REDACTED

AMENDMENT TO CONTRACT

THIS AMENDMENT IS entered into, effective as of June 21, 2010, by and between Kentucky Utilities Company, (hereinafter referred to as "KU") (a Kentucky Corporation), whose address is 820 West Broadway, Louisville, Kentucky 40202, and Brownstown Electric Supply Co, Inc. (hereinafter referred to as "Contractor") whose address is 690 E. State Road 250, Post Office Box 1, Brownstown, Indiana 47220. In consideration of the agreements herein contained, the parties hereto agree as follows:

1.0 Update requirements in Scope of Work Article 2.0 – Add one additional Pick-up to Equipment listed at Stone Road.

1.1.1 Add additional Pick-up to article 2.4 "Manage Warehouses/ Warehouse Support" This truck will be used at Stone Road and assist in Midway/Richmond/Winchester Warehouses.

1.1.2 See attached updated complete rate sheet as referenced in Schedule C.
Note: Pricing for this unit to be the same as other Pick-up pricing in the contract.

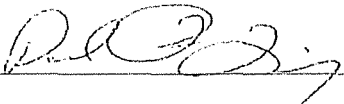
2.0 STATUS OF CONTRACT

As amended herein, the Contract shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year below written, but effective as of the day and year first set forth above.

Louisville Gas & Electric Company

Brownstown Electric Supply Company, Inc.

By 

By 

Title Mgr Supply Chain Energy Delivery

Title Chief Executive Officer

Date 6-29-2010

Date 7-2-2010

DUPLICATE
ORIGINAL

**2009 Schedule C
Labor & Equipment**

LG&E

Location	Employees	Equipment
Auburndale Operations Center	1 Storekeeper A 1 Storekeeper B	
South Service Center	1 Storekeeper A 1 Laborer	1 Pick-up

KU

Location	Employees	Equipment
Shelbyville/Carrollton Warehouse	1 Storekeeper A	1 Pick-up
Maysville/Mt. Sterling/Paris/London Warehouses	1 Storekeeper B	1 Pick-up
Lexington Stone Road Warehouse	1 Storekeeper A 2 Storekeeper B	1 Flatbed 1 Pick-up
Midway/Richmond/Winchester Warehouses	1 Storekeeper A	1 Pick-up

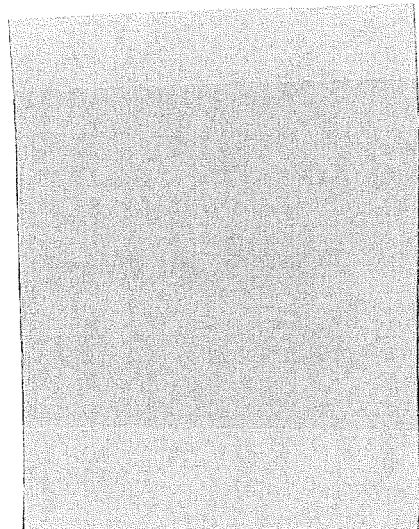
6/21/10

Storekeeper A
Base Rate
Total Burden & Profit
Bill Rate

Storekeeper B
Base Rate
Total Burden & Profit
Bill Rate

Laborer
Base Rate
Total Burden & Profit
Bill Rate

* Equipment
Bill Rate
Mileage Adder



* Equipment Rate firm for life of contract
* Actual fuel cost pass through added on monthly invoice
Note: For original negotiations this will be the rate used when Brownstown employees requested to work Storm Restorations.

CONFIDENTIAL INFORMATION REDACTED

CONFIDENTIAL
CONFIDENTIAL

LG&E Contract 767662
KU Contract 452817
Amendment Dated July 18, 2012

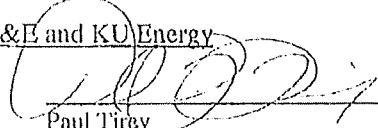
AMENDMENT TO CONTRACT

THIS AMENDMENT("Amendment") is entered into effective as of July 18, 2012 by and between Louisville Gas and Electric Company (hereinafter referred to as "LG&E"), whose address is 820 West Broadway, Louisville, Kentucky 40202, Kentucky Utilities Company, (hereinafter referred to as "KU") whose address is One Quality Street, Lexington, KY 40507 (LG&E and KU together are referred to as "Company") and Brownstown Electric Supply Company (hereinafter referred to as "Contractor") whose address is 690 E. State Road 250, Post Office Box L, Brownstown, Indiana 47220. In consideration of the agreements herein contained, the parties hereto agree as follows:

1.0 Update requirements in Compensation Article 7 -- Invoke annual wage increase of 3%. See attached updated complete rate sheet as referred in Schedule C.

IN WITNESS WHEREOF, the parties hereto have each executed this Amendment on the day and year below written, but effective as of the day and year first set forth above.

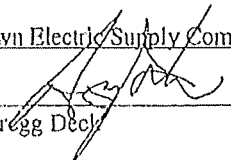
LG&E and KU Energy

By: 
Paul Tirey

Title: Manager Supply Chain Energy Delivery

Date: 7-18-2012

Brownstown Electric Supply Company

By: 
Gregg Decker

Title: PRESIDENT

Date: 7-18-12

 ORIGINAL

**2012 Schedule C
Labor & Equipment**

LG&E	Location	Employees	Equipment
	Auburndale Operations Center	1 Storekeeper A 1 Storekeeper B	
	South Service Center	1 Storekeeper A 1 Laborer	1 Pick-up

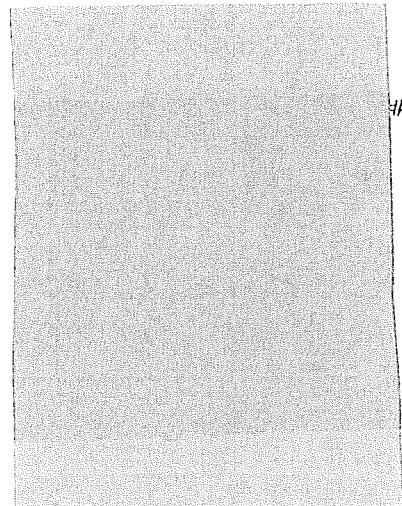
KU	Location	Employees	Equipment
	Shelbyville/Carrollton Warehouse	1 Storekeeper A	1 Pick-up
	Maysville/Mt. Sterling/Paris/London Warehouses	1 Storekeeper B	1 Pick-up
	Lexington Stone Road Warehouse	1 Storekeeper A Storekeeper B	2 1 Pick-up 1 Flatbed
	Midway/Richmond/Winchester Warehouses	1 Storekeeper A	1 Pick-up

Storekeeper A
Base Rate
Total Burden & Profit
Bill Rate

Storekeeper B
Base Rate
Total Burden & Profit
Bill Rate

Laborer
Base Rate
Total Burden & Profit
Bill Rate

* Equipment
Bill Rate
Mileage Adder



* Equipment Rate firm for life of contract
* Actual fuel cost pass through added on monthly invoice
Note: Per original negotiations this will be the rate used when Brownstown employees requested to work Storm Restorations.

CONFIDENTIAL INFORMATION REDACTED

 **ORIGINAL**

LG&E Contract 846047
KU Contract 517908

SINGLE PHASE DISTRIBUTION TRANSFORMERS
CONTRACT

This Contract is entered into as of November 14, 2011 by and between Louisville Gas and Electric Company (LG&E) a Kentucky corporation whose address is 820 West Broadway, Louisville, Kentucky 40232 and Kentucky Utilities Company (KU) a Kentucky corporation, whose address is One Quality St., Lexington, KY 40507 (each as "Buyer"), and Howard Industries, Inc., a Mississippi corporation, whose address is P. O. Box 1588, Laurel, Mississippi 39441 (herein called "Seller").

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

1.0 GENERAL

This Contract is entered into pursuant to the Standard Terms and Conditions to Purchase Orders which is hereby incorporated by reference. This Contract constitutes a "Statement of Work" for purposes of the Standard Terms and Conditions to Purchase Orders as do any written purchase orders or work orders issued under this Contract. Seller shall provide Single Phase Distribution Transformers requested by Buyer as more specifically described in Article 2.0 hereof (hereinafter referred to as the "Work"). Buyer makes no promise or guarantee as to the amount of Work, if any, to be performed under this Contract, nor does it convey an exclusive right to the Contractor to perform Work of the type or nature set forth in this Contract. Any and all Work may be suspended, increased, decreased or terminated in accordance with the Standard Terms and Conditions to Purchase Orders.

Business partners must share responsibility for the Buyer's commitment to create a positive experience for LG&E and KU customers through dedication to safety, respectful relationships, professional behavior, timely solutions to issues and exceptional service. At all times, business partners must align operations and business processes to meet the needs of the customer and proactively address potential issues with the Buyer to ensure they are resolved in the customer's best interest.

2.0 PRIMARY SUPPLIER

- 2.1 The obligation of Seller is to transfer, deliver, and perform, and that of Buyer is to accept and pay, in accordance with this Contract. Buyer will use Seller as its primary supplier of SINGLE PHASE TRANSFORMERS (the "Products"). A total list of the Products and the price is stated on Attachment A, which is hereby incorporated by reference and made a part of this Contract. Buyer may unilaterally add or delete a Product from Attachment A. Seller will provide Buyer with prior written notice of any changes in Product brand names, chemistry, or composition. Unless Buyer specifically permits otherwise for a particular Product, Seller will supply Products new.
- 2.2 Buyer will buy Products from Seller unless, in the reasonable opinion of Buyer, Seller is unable to deliver Products as and when specified or needed by Buyer or of the quality and with the service Buyer specifies or needs.

3.0 PRICING

All pricing for items on Attachment A shall be firm through December 31, 2011 and will become a base for price escalation/de-escalation due to change in cost of raw materials. At the end of this initial firm period, and each sequential 3 month period, the purchase price for each of the Products can be adjusted in accordance with the Howard Industries Pricing Index (HPI), an example of the calculation of which is attached hereto as Attachment C and incorporated by reference. Adjustments to the price of the transformers shall be made by accurately measuring changes in actual raw material costs. Quoted prices shall be firm for purchase orders received and accepted by Seller during any three-month period. For each subsequent three-month period during the Contract, prices will be escalated or de-escalated based on the difference between the HPI current on the date of the Contract and the HPI for the month preceding the next three-month period.

4.0 TERM

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CONFIDENTIAL INFORMATION REDACTED

LG&E Contract 846047
KU Contract 517908

The initial term of the Contract is three years with two option years. The Contract will be renewed at the end of the initial and each subsequent renewal term if neither party gives written notice of intent not to renew to the other party at least 60 days in advance of the end of the existing term.

5.0 CANCELLATION OR TERMINATION

A party may cancel the Contract for breach by the other, provided the party has given the other party written notice of such breach and 30 days to cure such breach. A party may terminate the Contract, at that party's sole discretion, for any or no reason, upon at least 90 days' prior written notice.

6.0 CONFLICTING TERMS

In case of a conflict between or within the Standard Terms and Conditions to Purchase Orders, the terms of this Contract and/or any attachment, Buyer shall resolve such conflict, and Buyer's resolution shall be binding on Seller.

7.0 INVOICES AND PAYMENTS

Seller shall provide invoices separately to KU and LG&E. These invoices may be electronic, or in written form via first-class mail and in such detail and format as is mutually acceptable to the parties. Buyer will have no obligation to pay for any Product delivered to it but which it did not order unless Buyer notifies Seller of its election to purchase the Product. Buyer's obligation to pay for a Product or service will not accrue until after the inspection for that Product or service. Buyer will become obligated to pay an invoice item it disputes only upon, and in the amount of, a resolution of the dispute.

8.0 PAYMENT TERMS

Payment Terms are Net 30 days.

9.0 REPLACEMENT OR RETURN OF PRODUCTS AND SERVICES

- 9.1 Warranty Period. Seller warrants the Products listed on Attachment A for a period of [REDACTED] from date of installation or [REDACTED] from date of delivery whichever comes first.
- 9.2 Return. Seller will arrange for, and bear the cost of, the return of any non-conforming Product.
- 9.3 Replacement. Replacements will be handled on a situation-by-situation basis, as agreed to by Buyer and Seller at the time. If Buyer so chooses, Seller will replace a non-conforming Product with a conforming Product. If Buyer so chooses, Seller will credit to Buyer the purchase price of a returned non-conforming product.

10.0 PRODUCT SHIPMENT AND DELIVERY

- 10.1 Shipping Instructions. Seller will ship products to the destination and in accordance with the shipping instructions set forth in the Order thereto. The default terms for delivery are F.O.B. Destination, Freight Prepaid and Included.
- 10.2 Expedited Handling. If Buyer authorizes "emergency expedited handling" of an Order or portion thereof, Buyer will pay Seller for its additional costs associated with that handling which are itemized and submitted to Buyer for payment.
- 10.3 Title and Risk of Loss. Title and risk of loss or damage to Products supplied by Seller pass to Buyer when such Products have been delivered to the destination set forth in Buyer's shipping instructions. Title and risk of loss and damage to the Products purchased by LG&E and/or KU from Seller shall remain with Seller until final delivery at the destination specified to Seller.

11.0 REPORTING AND LOSS AMOUNT

Seller shall provide reports as per the following:

- 12.1 Each unit will be tested for load and no-load losses. Test data for all units shipped shall be reported by serial number, purchase order release number, KV A, HV, and LV. At the end of each quarter, certified test results in the ANSI format will be e-mailed to David Corbin at david.corbin@lge-ku.com. The loss penalty will be the

ORIGINAL

economic loss to LG&E and KU for transformer losses that are greater than the quoted losses. To determine the loss penalty, all losses will be totaled and compared to the quoted losses. The delta is to be multiplied by the LG&E and KU "A&B" factors to determine the monetary penalty. The formula to calculate the monetary penalty is: $[(\text{Total Tested No Load Losses} - \text{Total Quoted No Load Losses}) * \$5.27] + [(\text{Total Tested Load Losses} - \text{Total Quoted Load Losses}) * \$1.27]$. If the Penalty is "0" or less, then no compensation will take place. Under no circumstances will the manufacturer receive compensation or credit for a negative penalty. If the penalty is greater than "0", the manufacturer will compensate LG&E and KU each quarter and in a manner agreeable to both parties. The no-load losses of any individual transformer shall not exceed the quoted no-load losses by more than 10% and the total losses of any individual transformer shall not exceed the quoted total losses by more than 6%. Failure to meet these loss tolerances shall not warrant immediate rejection by LG&E and KU but shall lead to consultation between LG&E and KU and manufacturer about further investigation of possible causes and the consequences of the higher losses.

- 12.2 Seller shall provide quarterly a report showing "flow-through", 2nd tier Women Owned and Minority Owned Business Enterprises (WBE/MBE) spend amounts as a percentage of the Buyer purchase amounts. WBE and MBE spend amounts shall be split and shown separately.
- 12.3 Seller shall provide a weekly order status report showing expected delivery dates of all Buyers' outstanding orders.
- 12.4 Seller shall provide an electronic file with each deliver suitable for uploading into Buyer's Distribution Equipment Tracking System (DETS). Seller shall provide all data as per Attachment B, sample of DETS requirements.

12.0 GOVERNMENT GUIDELINES

Buyer and Seller agree to follow all guidelines established by the Government pertaining to the products described in Attachment A.

13.0 CONTRACTUAL NOTICES

Notices shall be addressed as follows:

Buyer address: LG&E and KU Energy
820 West Broadway
P.O. Box 32020
Louisville, KY 40232
Attn: David Campbell, BOC2
(502) 627-3581
David.campbell@lge-ku.com

Seller's Address: Truitt Electrical Sales Agency
544 Enterprise Drive
Lewis Center, OH 43035
Attn: Mike Prohater
(513) 232-1092
mikep@tesa-inc.com

LG&E Contract 846047
KU Contract 517908

14.0 ENTIRE AGREEMENT

All specifications, standards, exhibits, schedules and drawings referenced in this Contract are incorporated herein by reference and made a part of this Contract. This Contract, including all specifications, exhibits, schedules, and the Standard Terms and Conditions to Purchase Orders, constitutes the entire agreement between the parties relating to the Work and supersedes all prior or contemporaneous oral or written agreements, negotiations, understandings and statements pertaining to the Work or this Contract.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the date set forth above in the introductory paragraph of this Contract.

HOWARD INDUSTRIES, INC.

By: Jackson Ward

Name: Jackson Ward

Title: Regional Marketing Manager

Date: December 2, 2011



LOUISVILLE GAS & ELECTRIC COMPANY
KENTUCKY UTILITIES COMPANY

By: Paul Tirey

Name: Paul Tirey

Title: Manager Supply Chain Energy Delivery & Logistics

Date: 11-23-2011


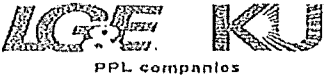
	<p style="text-align: center;">PPL LKS Request for Quote # 20110719 Exhibit C1 – Contract Terms and Conditions; Standard Terms and Conditions</p>	
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**STANDARD TERMS AND CONDITIONS
TO PURCHASE ORDERS ISSUED BY
PPL SERVICES CORPORATION
AND/OR
LG&E AND KU SERVICES COMPANY**

PPL Services Corporation, a Delaware corporation ("PPL"), and LG&E and KU Services Company, a Kentucky corporation ("LG&E/KU"), agree to be bound by these terms and conditions in connection with the issuance of separate purchase orders by PPL and/or LG&E/KU on their own behalf or as agents for any of their respective Affiliates. Each such purchase order, together with these Standard Terms and Conditions, shall be deemed a "Purchase Order." For purposes of this Purchase Order, products purchased by Company from Seller are broadly construed as "Goods."

NOTE (ONLY WITH RESPECT TO LG&E/KU): To the extent Seller, as a certified vendor and LG&E/KU are parties to a General Services Agreement ("GSA") applicable to the subject matter of this Purchase Order by LG&E/KU, then that certain GSA is incorporated, in its entirety, by reference in this Purchase Order as if fully set forth herein. In the event of a conflict between the terms and conditions set forth in a GSA and this Purchase Order, the terms and conditions set forth in the GSA shall prevail and control unless otherwise expressly stated in this Purchase Order.


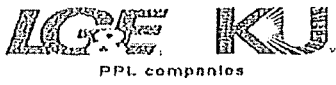
1. **Affiliate:** "Affiliate" shall mean any entity which, from time to time, in whole or in part, and directly or indirectly, controls, is controlled by, or is under common control with either of PPL or LG&E/KU.
2. **Company and Seller:** "Company" shall mean PPL and/or LG&E/KU and/or any of their respective Affiliates as appropriate, based on which entity is the party to this Purchase Order. "Seller" shall mean the entity providing Goods under this Purchase Order. The rights and obligations of PPL and/or LG&E/KU and/or each of their respective Affiliates hereunder shall be limited to the extent of each entity's proportionate utilization of Seller's Goods hereunder.

	<p style="text-align: center;">PPL LKS Request for Quote # 20110719 Exhibit C1 – Contract Terms and Conditions; Standard Terms and Conditions</p>	
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3. **Delivery and Acceptance of Goods; Shipment; Purchase Orders; Performance; Payment; and Confidentiality:** Under all circumstances, time of delivery is an important and material consideration for satisfying the requirements of this Purchase Order. If any Goods are not delivered within any specified times, or within a reasonable time if no certain time is specified, then Company may as its sole exclusive remedy with respect to such delay terminate this Purchase Order by written notice to Seller. Routing and carrier shall be as specified within this Purchase Order. If routing and carrier are not specified, Seller must obtain Company's approval of the routing and carrier selection prior to shipment. Unless otherwise specified in this Purchase Order, title to and risk of loss of any Goods procured hereunder shall pass to Company upon delivery to the point of final destination.

Each Purchase Order shall include a complete listing of all Goods to be provided by Seller, the prices and delivery terms for such Goods, as well as other terms specific to the order and delivery of such Goods. In the event Seller commences performance and delivers the Goods, Seller hereby agrees to the formation of a binding agreement as described in this Purchase Order and shall not contest the enforceability of this Purchase Order. Company shall have no obligation to pay for any such Goods that does not meet the specifications stated within this Purchase Order. [Prior to acceptance of a Purchase Order by performance or in writing Seller may reject such Purchase Order by written notice to Company.]

All documentation, designs, specifications, data and other information provided by Company to Seller shall be considered "Company Confidential Information" to be used by Company at any time and for any purpose. Seller agrees to use Company Confidential Information only for the sale of the Goods and it shall not otherwise be used or disclosed before, during or after the sale of the Goods without Company's prior written approval. Seller shall maintain internal policies to protect the confidential nature of Company Confidential Information and only retain archival copies not to be disclosed. Seller shall take steps to ensure that its employees who receive such Company Confidential Information comply with the requirements of this provision. Unless otherwise directed, Seller shall deliver to Company all Company Confidential Information.


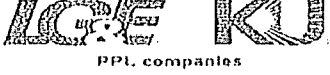
	<p style="text-align: center;">PPL IKS Request for Quote # 20110719 Exhibit C1 – Contract Terms and Conditions: Standard Terms and Conditions</p>	
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Seller shall not disclose any Information or make any news release or other public statement regarding the sale of the Goods or this Purchase Order without the prior written consent of Company.

4. **Warranties:** Seller warrants all Goods provided by Seller pursuant to any Purchase Order to be (a) in conformity with its own technical data sheets provided to Company, and any specifications set forth in such Purchase Order; (b) new, free from defects in design, materials and workmanship, (to the extent any warranty on Goods shall be transferable from the original manufacturer and/or any subcontractor or vendor, Seller shall assign over and/or otherwise assist Company in the transfer of such OEM/subcontractor warranties); (c) in full compliance with all applicable laws, ordinances, regulations, and codes; and (e) free from any liens, encumbrances or security interests, and/or claims of patent, copyright or trademark infringements or rights of others. With respect to Goods, all such warranties shall extend for a period of eighteen (18) months from the date of initial installation of such Goods or twenty-four (24) months from the date of manufacture of such Goods, whichever shall occur first. During said warranty period the Seller's obligation shall be limited to the repair or, at its option, replacement of defective transformers.

WITH RESPECT TO THE WARRANTIES IN THIS SECTION 4 THE SELLER SHALL NOT BE HELD LIABLE FOR ANY INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY EXPENSES BEYOND THE REPAIR OR REPLACEMENT OF TRANSFORMERS COVERED BY THIS WARRANTY.

To be covered by this warranty transformers must be received, stored, installed, operated, and maintained by the Company in accordance with the Seller's written recommendations provided to Company before or at the time of issuance of the applicable Purchase Order and generally accepted electric utility industry practices and must not have been subjected to accident, alteration, abuse, or misuse other than by Seller. Transformers damaged by lightning shall be covered by this warranty only if installed and properly protected according to the Seller's written recommendations provided to Company before or at the time of issuance of the applicable Purchase Order and generally accepted electric utility

	<p style="text-align: center;">PPL LKS Request for Quote # 20110719 Exhibit C1 – Contract Terms and Conditions: Standard Terms and Conditions</p>	
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Industry practices. This warranty applies only to transformers stored or operated in normal environments and does not apply to transformers stored or operated in unusually corrosive environments such as encountered in coastal and certain industrial areas.



To qualify for repair or replacement under the provisions of this warranty, defective transformers must be returned to the Seller's factory in Laurel, Mississippi. The Seller shall assume no liability for expenses incurred in the repair of transformers except at the Seller's own repair facilities. All costs and expenses incurred by the Company in removing any transformer from service and reinstalling any repaired or replacement transformer are the liability and responsibility of the Company and shall be paid by the Company.

The Company shall provide written notice to Seller before returning a defective transformer to the factory. The Seller shall not be responsible for transformers returned to the factory by Company without prior written notice to Seller.

Defective transformers being returned to the factory under the provisions of this warranty shall be returned freight prepaid. Repaired or replacement transformers shall be returned by the Company to the Company freight prepaid.

THE SELLER HEREBY DISCLAIMS ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS SECTION 4, EXPRESS, OR IMPLIED, EXCEPT THAT OF TITLE, AND THE SELLER SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COURSE OF DEALING AND USAGE OF TRADE. THE COMPANY AND ITS SUCCESSORS SHALL HAVE NO OTHER REMEDY AGAINST SELLER FOR ANY NONCONFORMITY IN THE TRANSFORMER EXCEPT FOR THE REMEDY SPECIFIED HEREIN.


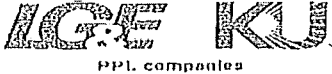
5. **Changes:** Company expressly reserves the right at any time to change the specifications, quantity ordered and/or delivery date for Goods by written notice to Seller. Such changes may result in equitable adjustments in the price or delivery schedule in accordance with the pricing and delivery structure of this

	<p style="text-align: center;">PPL LKS Request for Quote # 20110719 Exhibit C1 -- Contract Terms and Conditions: Standard Terms and Conditions</p>	
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Purchase Order with respect to such Goods. However, in the case of a change in specifications, any claim for adjustment of price or delivery schedule by Seller shall be waived unless such claims are asserted in writing within a commercially reasonable time frame, but in no event longer than ten (10) working days after receipt of Company's notice of change. Seller shall continue performance pursuant to this Purchase Order during the time any claim hereunder is pending.

No change, amendment or modification of any of the provisions of this Purchase Order shall be made or be binding unless in writing and executed by Company's and Seller's authorized representative.


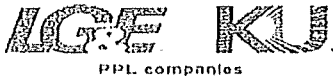
6. **Termination:** Subject to the terms of this Section 6, Company shall have the right at any time, with or without cause, or for convenience, to terminate this Purchase Order in whole or in part as to Goods for which manufacture has not commenced by written or electronic notice to Seller. In case of Seller's default, Company shall have all rights and remedies available under applicable law to be cumulatively enforced to the extent Seller does not cure any default within a reasonable time after written notice given by Company.. Company may not terminate for default unless Company has given Seller written notice specifying the event of default and a reasonable opportunity to remedy the default. In no case shall Company be liable for special, incidental or consequential damages. Company shall not have any liability for such termination except as follows: (a) payment of the Purchase Order price for all Goods delivered to Company before such termination and complying with Seller's warranties set forth above; (b) in case of termination of a Purchase Order for Goods specially manufactured for Company but not yet delivered to Company, if Seller is not in default, then Company shall also be obligated to pay actual direct costs incurred by Seller for goods not delivered prior to the notice of termination pursuant to this Purchase Order up to the price of the Goods; and (c) if Seller is not in default, Company shall reimburse Seller for the actual cost of all material and component parts unique to the manufacture of the Goods and that cannot be returned by Seller to its vendor for a full refund but only up to the Price of the Goods in which such component parts were to be incorporated in.

	<p style="text-align: center;">PPL LKS Request for Quote # 20110719 Exhibit C1 – Contract Terms and Conditions; Standard Terms and Conditions</p>	
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7. **Compliance with Laws and Company Policies:** Seller (and/or its subcontractors, vendors and/or independent contractors) shall at all times, to the extent applicable, comply with all Company policies, laws, regulations and ordinances regarding the sale of its Goods including, but not limited to, the following provisions, which are incorporated herein by reference:

- (a) Equal Opportunity regulations set forth in 41CFR 60-1.4(a) and (c) prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin;
- (b) Vietnam Era Veterans Readjustment Assistance Act regulations set forth in 41 CFR 60-250.4 relating to the employment and advancement of disabled veterans and veterans of the Vietnam era;
- (c) Rehabilitation Act regulations set forth in 41 CFR 60-741.4 relating to the employment and advancement of qualified disabled employees and applicants for employment;
- (d) Clause known as "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" set forth in 15 USC 637(d)(3);
- (e) The subcontracting plan requirements of 15 USC 637(d);
- (f) The Immigration Reform and Control Act of 1986, as amended, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended;
- (g) Standards of the Occupational Safety & Health Administration (OSHA);
- (h) NERC's Reliability Standards for the Bulk Electric Systems of North America; and
- (i) Any other rules and regulations that may be issued by Company in writing from time to time. If such rules and regulations result in an increase in the cost or time of manufacture, Seller shall be entitled to receive a reasonable corresponding increase in price of Goods and time of performance subject to approval by Company which approval shall not be unreasonably withheld.

8. **Indemnification:** Seller agrees to indemnify, hold harmless and defend Company, its Affiliates, and all of their respective directors, officers, shareholders, members, managers, employees, agents and

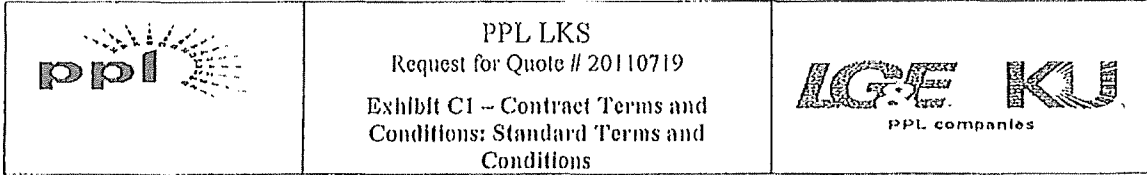
	<p style="text-align: center;">PPL LKS Request for Quote # 20110719 Exhibit C1 – Contract Terms and Conditions; Standard Terms and Conditions</p>	
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representatives from and against any claim, liability, loss and expense (including but not limited to attorney's fees) arising directly or indirectly out of, or in connection with, Goods supplied under the Purchase Order, and arising from or related to the negligence, willful misconduct or other legal fault of Seller, including, but not limited to, those arising directly or indirectly out of or in connection with: (a) Injury to or death of persons (including but not limited to the employees of Company or any other third persons) or damage to or loss of property (including but not limited to the real and/or personal property of Company and/or of others); and (b) Seller's failure to comply with or breach of any warranty or other obligation in this Purchase Order. Seller's monetary obligations under this Section 8 shall not be limited to the amount of insurance coverage carried or required to be carried by Seller, but shall be reduced to the extent the fault or negligence of Company in causing such injuries or damages as established by final adjudication or mutual agreement of the parties; provided, however, that Seller's duty to defend Company against claims hereunder shall not be affected.

In addition to the above, Seller shall indemnify, save, defend and hold harmless Company from and against all losses, liabilities, claims, demands, damages, fees including legal fees, and costs and expenses of whatsoever kind or nature arising out of or connected with any infringement or alleged infringement of any patent, copyright, trademark, service mark, trade or business secret, or other intellectual property in connection with the Goods.

Contractor's indemnity shall not apply and Contractor shall not be liable hereunder for any claim of infringement (1) arising out of Contractor's manufacture or furnishing of any equipment or product manufactured or made pursuant to designs or specifications furnished by Company differing from the standard specifications of Seller, or (2) resulting from the installation within equipment or product furnished by the Contractor of other equipment or product not furnished or specified by Contractor, or (3) resulting from any modifications made by Company to any equipment or product furnished by Contractor.

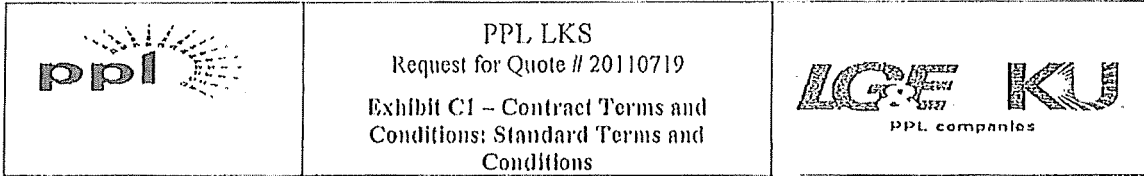
9. **Independent Contractor:** Nothing herein shall be deemed to constitute Seller, or any of Seller's employees, agents, vendors, representatives and/or subcontractors, to be the agent, representative or



employee of Company. Seller shall have no authority to hire any persons on behalf of Company and any and all persons whom it may employ shall be deemed to be solely the employees of Seller. Seller shall be an Independent contractor and shall have sole responsibility for and control over the details and means of performance pursuant to this Purchase Order. Seller is not authorized to and shall not incur any debt, liability or obligation of any nature for or on behalf of Company.

10. **Insurance:** Before any Goods are delivered, Seller shall, at Seller's sole cost, cause to be issued and maintained with insurance carriers rated A- or better and financial category strength of VII or higher by A.M. Best the following minimum insurance coverages set forth below:

<u>Type of Insurance</u>	<u>Limits (In \$ millions)</u>	
Commercial General Liability		
(Including Contractual Liability)	General Aggregate	2
written on an occurrence basis	Prod./Comp. Op. Agg	1
	Personal & Adv. Injury	1
	Each Occurrence	1
Automobile Liability, including		
any auto, hiring autos	Combined Single Limit	1
and non-owned autos		
Excess Liability, Umbrella Form	Each Occurrence	2
	Aggregate	2
Statutory Workers' Compensation	Each Accident	.5



and Employer's Liability ¹	Disease - Policy Limit	.5
	Disease - Each Employee	.5


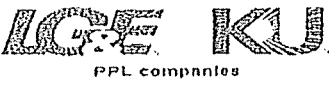
Certificates of Insurance satisfactory in form to Company and signed by Seller's Insurer shall be supplied by Seller to Company within thirty (30) calendar days of the issuance of this Purchase Order, and evidence that the above insurance is in force and that not less than thirty (30) calendar days written notice will be given to Company prior to any cancellation or restrictive modification of the policies. Seller's liability shall not be limited to its insurance coverage nor the amount of the Purchase Order contract price. Any applicable deductibles or self insured retentions are the sole responsibility of Seller.

11. **Assignment:** Seller shall not assign its rights or obligations hereunder wholly or in part, voluntarily, by operation of law, or otherwise without first obtaining the written consent of Company. Company shall not assign its rights or obligations hereunder wholly or in part, voluntarily or by operation of law other than to an Affiliate without first obtaining the written consent of Seller. Subject to the foregoing, the provisions hereof shall be binding upon the successors and assigns, and/or personal representatives, of the parties hereto. For purposes of this Section 11, neither a sale of Goods nor the acquisition or disposition of any ownership interest in Company or any Affiliate of Company by merger, consolidation or otherwise shall be treated as an assignment.

12. **Governing Law; Venue; Jurisdiction:**

(a) Purchase Orders issued by PPL for delivery to Pennsylvania shall be governed by and subject to the laws of the Commonwealth of Pennsylvania, notwithstanding conflicts of law rules; and any legal action or proceeding arising out of or relating to such Purchase Order shall be brought in federal court in the Eastern District of Pennsylvania or in the state courts in Lehigh County, Pennsylvania.

¹ With respect to Workers' Compensation, minimum amounts of coverage shall meet or exceed applicable statutory limits in each of Pennsylvania, Kentucky, Virginia and Montana where the Goods are delivered, as applicable, and/or any employment labor may be performed or incurred with respect to the Goods. Seller may be self-insured as allowed by law.

	<p style="text-align: center;">PPL LKS' Request for Quote # 20110719 Exhibit C1 – Contract Terms and Conditions: Standard Terms and Conditions</p>	
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(b) Purchase Orders issued by PPL for delivery to Montana shall be governed by and subject to the laws of the State of Montana, notwithstanding conflicts of law rules; and any legal action or proceeding arising out of or relating to such Purchase Order shall be brought in federal court in Billings, Montana or in the state courts in Yellowstone County, Montana.



(c) Purchase Orders issued by LG&E/KU for delivery to (i) Kentucky shall be governed by and subject to the laws of the Commonwealth of Kentucky, notwithstanding conflicts of law rules, and (ii) to Virginia shall be governed by and subject to the laws of the Commonwealth of Virginia, notwithstanding conflicts of law rules; any legal action or proceeding arising out of or relating to Purchase Orders issued by LG&E/KU shall be brought in state or federal court in Louisville, Jefferson County, Kentucky.

Seller consents to the exclusive jurisdiction of the courts set forth above for the purpose of all legal actions and proceedings arising out of or relating to this Purchase Order. Both Company and Seller waive, to the fullest extent permitted by law, any objection that it may now or later have to the laying of venue as provided in this Section 12 and any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER. THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER IN CONTRACT, TORT OR OTHERWISE.

13. Hazardous Materials: For hazardous materials as defined by 29CFR1910.1200:

(a) PPL requires that a Material Safety Data Sheet (MSDS) be provided along with delivery of such materials; and

(b) LG&E/KU requires that the MSDS be received prior to delivery; such MSDSs should be mailed to LG&E/KU to the "Ship To" address in care of Industrial Hygienist/Site Safety Specialist. NO ASBESTOS OR LEAD CONTAINING MATERIALS ALLOWED.

	<p style="text-align: center;">PPL LKS Request for Quote # 20110719 Exhibit C1 -- Contract Terms and Conditions: Standard Terms and Conditions</p>	
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14. Sales Tax.

(a) For PPL: PPL, when applicable, will provide the appropriate State's exemption certificate on those purchases that qualify for an exemption under that particular State's sales/use tax law for any PPL Affiliates. Since PPL will be acting as agent for these Affiliates, the exemption certificate will be completed in the name of the PPL Affiliate responsible for the payment of the invoice. If no exemption is applicable to the purchases, Seller shall charge any applicable sales tax on the invoice and remit to the appropriate taxing authority, if Seller is a registrant of that State. If Seller is not a registrant, then PPL or its appropriate Affiliate will be responsible for accruing and remitting use tax directly to the appropriate taxing authority.

(b) Do not bill Kentucky Sales Tax: Blanket Direct Pay Authorization maintained under 103 KAR 31:030. Louisville Gas and Electric Co. Permit # 037710 and Kentucky Utilities Company Permit # 045084 and LG&E and KU Services Inc. will provide Resale Certificate for tangible personal property purchased for resale to affiliate subsidiaries as required under PUHCA. Otherwise, if such blanket direct pay authorizations are not provided, Seller shall pay all such taxes or duties, and/or for any penalties thereon.


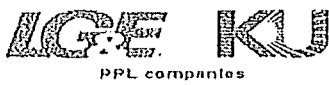
15. Invoicing Instructions: Show on invoice and all papers and packages relating to this Purchase Order identifying information and all particular documentation relating to this Purchase Order. Mail invoice to the "Bill To" address shown on the face of this Purchase Order for each lot of Goods shipped or delivered. Do not deliver invoices with delivered Goods. Freight that is prepaid and added to the invoice must be substantiated by attaching to the invoice original transportation bills receipted to the carrier.

16. Payment Terms; Partial Release and Indemnity Regarding Liens: Unless otherwise agreed, payment terms are net thirty (30) days from date of invoice acceptable to Company. Unless otherwise herein agreed, no COD deliveries will be accepted.

	<p style="text-align: center;">PPL LKS Request for Quote # 20110719 Exhibit C1 – Contract Terms and Conditions: Standard Terms and Conditions</p>	
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17. **Modification:** Any agreement that purports to modify the terms and conditions hereof shall not be binding upon Company or Seller unless made in writing and signed by Company's and Seller's authorized representative.

18. **Right of Auditing:** Seller and its subcontractors shall maintain books, records, documents and other information and accounting procedures and practices (hereinafter referred to as "Records") sufficient to determine Seller's and its subcontractors' performance and compliance with the requirements of this Purchase Order. Records shall be retained during the term of this Purchase Order and for a minimum of three (3) years after final payment, and during such aggregate period Company shall have the right of access to all Seller's and its subcontractors' Records, wherever maintained, at mutually agreeable dates and times during normal business hours, to review, audit and verify Seller's and its subcontractors' performance and compliance with the requirements of this Purchase Order. Seller and its subcontractors shall cooperate with Company in furnishing such access, Records and assistance as may be reasonably requested by Company. In addition, Company may review and audit Records to verify that Seller and its subcontractors did not make payments to, or for the personal benefit of, employees of Company, its agents and its other contractors. Any adjustment to compensation shown to be appropriate as a result of an audit, at Company's option, may be offset against payments not yet made to Seller under this Purchase Order or any other Purchase Order between Seller and Company, and/or refunded by Seller to Company, or paid to Seller by Company. Notwithstanding any provision hereof, Seller shall not be required to retain any record or document longer than six (6) years from the date of its creation. Seller shall not be required to furnish any record or document that is subject to a confidentiality agreement. Company shall execute a confidentiality agreement in a form acceptable to Seller, which acceptance shall not be unreasonably withheld, conditioned, or delayed, prior to commencing any audit. Company's employees conducting audits shall comply with Seller's plant rules and regulations while on Seller's premises.

	<p style="text-align: center;">PPL LKS Request for Quote # 20110719 Exhibit C1 – Contract Terms and Conditions: Standard Terms and Conditions</p>	
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19. **Non-Enforcement of Waiver:** Any failure by Company at any time, or from time to time, to enforce or demand performance in strict keeping with the terms, conditions, and requirements of this Purchase Order shall not constitute a waiver unless in writing and issued by Company's authorized representative.

20. **Survivability:** The provisions of this Purchase Order shall survive the delivery and/or sale of the Goods with respect thereto.

21. **Limitation of Liability:** IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), INDEMNITY OR OTHERWISE, SHALL SELLER OR ITS VENDORS BE LIABLE TO COMPANY FOR ANY COST TO COVER, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, COST OF CAPITAL, COST OF REPLACEMENT POWER, DOWN TIME COSTS, OR COST FOR TEMPORARY FACILITIES, SERVICES OR EQUIPMENT.

THIS PURCHASE ORDER CONTAINS THE ENTIRE AGREEMENT BETWEEN COMPANY AND SELLER WITH RESPECT TO THE SUBJECT MATTER HEREIN, AND IN NO EVENT SHALL THE TERMS AND CONDITIONS OF ANY PROPOSAL, REQUEST FOR QUOTATION, ACKNOWLEDGEMENT, INVOICE OR OTHER DOCUMENT ISSUED BY SELLER BE BINDING UPON COMPANY WITHOUT COMPANY'S EXPLICIT WRITTEN ACCEPTANCE THEREOF.

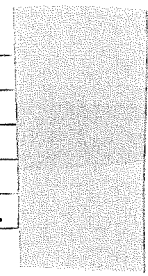
**Howard Price Adjustment Policy
For
Distribution Transformer Contracts
(DOE-Compliant Designs with Silicon Steel Cores)**

The Howard Pricing Index (HPI) for distribution transformers is the price adjustment method used on long-term blanket contracts to compensate for upward or downward changes in key commodity costs. The HPI is a time series that is published monthly, approximately fifteen calendar days prior to the end of each month. There are two different HPI's for distribution transformers, one for mineral oil filled transformers and one for FR3 fluid filled transformers.

Contract pricing is adjusted quarterly, unless otherwise noted in the proposal. Price adjustments for each quarter are calculated using the base HPI as stated in the Howard proposal and the current HPI for the month prior to the next quarter, as shown in the example below.

Example:

1. Current HPI for month prior to next quarter.....
2. Base HPI as stated in Howard proposal.....
3. Divide current HPI by the base HPI to get price multiplier.....
4. Base price stated in Howard proposal.....
5. Multiply base price by price multiplier to calculate price for next quarter....



Commodities and Commodity Data Sources

Costs for carbon steel, copper, aluminum and oil used in the calculation of the HPI are tracked using the third-party data sources listed in the table below. Costs for silicon steel and FR3 fluid are tracked using internal supply chain data, since no third-party data sources exist for these commodities.

Commodity	Data Source
Carbon steel	CRUspi: Global Steel (Index) http://cruonline.crugroup.com/SteelFerroAlloys/PriceIndex/tabid/143/Default.aspx/homepage.aspx
Silicon steel	Internal supply chain cost data (This data is not available for audit, as it is protected by confidentiality agreements with the suppliers.)
Copper	LME: Grade A Copper, Monthly Averages, Cash Seller (US\$ per metric ton) https://secure.lme.com/Data/community/index.aspx
Aluminum	LME: Primary Aluminum, Monthly Averages, Cash Seller (US\$ per metric ton) https://secure.lme.com/Data/community/index.aspx
Mineral oil	EIA: Cushing, OK West Texas Intermediate Crude, Spot Price, Monthly Average (US\$ per barrel) http://onto.eia.doe.gov/dnav/pet/hist/LeafHandler.ashx?n=pet&s=rwtc&f=m
FR3 fluid	Internal supply chain cost data

CONFIDENTIAL INFORMATION REDACTED

Weighting Factors

The table below lists the weighting factors used to calculate the HPI for mineral oil and natural ester fluid filled distribution transformers.

Commodity	Weighting Factor (% of Price)	
	Mineral Oil Filled	FR3 Fluid Filled
Carbon steel		
Silicon steel		
Copper		
Aluminum		
Mineral oil or FR3		
All other variable costs and margin		
Total		

Future Revisions to the Methodology

Howard Industries may find it necessary to revise the HPI methodology (such as re-balancing the weighting factors and changing the update frequency) at any time in the future to compensate for changes in market conditions.

ATTACHMENT A

LG&E IIN	KU IIN	Description	Base Price Including Freight	Load Loss W	No Load Loss W
	3001263	1 PH,1 KVA,7.2 KV-120V,1 BUSHING WITH INTERNAL FUSE			
	7001451	1 PH,100KVA,7.2KV-2400V,4 BUSHING			
	7001452	1 PH,167KVA,7.2KV-2400V, 4 BUSHING			
	7001453	1 PH,250KVA,7.2KV-2400V, 4 BUSHING			
	7001454	1 PH,333KVA,7.2KV-2400V, 4 BUSHING			
	7001455	1 PH,500KVA,7.2KV-2400V,4 BUSHING			
	7001460	1 PH,10KVA,7.2KV-120/240V, 2 BUSHING			
529251	7001461	1 PH,15KVA,7.2KV-120/240V,2 BUSHING,			
529260	7001462	1 PH,25KVA,7.2KV-120/240V, 2 BUSHING,			
529278	7001463	1 PH,37KVA,7.2KV-120/240V,2 BUSHING			
529286	7001464	1 PH,50KVA,7.2KV-120/240V,2 BUSHING			
529294	7001465	1 PH,75KVA,7.2KV-120/240V,2 BUSHING			
529301	7001466	1 PH,100KVA,7.2KV-120/240V,2 BUSHING			
529319	7001467	1 PH,167KVA,7.2KV-120/240V,2 BUSHING			
529327	7001468	1 PH,250KVA,7.2KV-120/240V,2 BUSHING			
	7001469	1 PH,333KVA,7.2KV-120/240V, 2 BUSHING			
529401	7001476	1 PH,10KVA,7.2KV-240/480V,2 BUSHING			
529419	7001477	1 PH,15KVA,7.2KV-240/480V,2 BUSHING			
529427	7001478	1 PH,25KVA,7.2KV-240/480V,2 BUSHING,WITH TAPS			
529435	7001479	1 PH,37KVA,7.2KV-240/480V,2 BUSHING			
529443	7001480	1 PH,50KVA,7.2KV-240/480V,2 BUSHING			
529451	7001481	1 PH,75KVA,7.2KV-240/480V,2 BUSHING			
529460	7001482	1 PH,100KVA,7.2KV-240/480V,2 BUSHING			
529478	7001483	1 PH,167KVA,7.2KV-240/480V,2 BUSHING			
529486	7001484	1 PH,250KVA,7.2KV-240/480V,2 BUSHING			
529494	7001485	1 PH,333KVA,7.2KV-240/480V,2 BUSHING			
529501	7001486	1 PH,500KVA,7.2KV-240/480V,2 BUSHING			
	7001491	1 PH,10KVA,7.2KV-277V,2 BUSHING			
	7001492	1 PH,15KVA,7.2KV-277V,2 BUSHING			
	7001493	1 PH,25KVA,7.2KV-277V, 2 BUSHING			
	7001494	1 PH,37KVA,7.2KV-277V, 2 BUSHING			
	7001495	1 PH,50KVA,7.2KV-277V, 2 BUSHING			
	7001496	1 PH,75KVA,7.2KV-277V, 2 BUSHING			
	7001497	1 PH,100KVA,7.2KV-277V,2 BUSHING			
	7001498	1 PH,167KVA,7.2KV-277V,2 BUSHING			
	7001499	1 PH,250KVA,7.2KV-277V,2 BUSHING			
	7001506	1 PH,10KVA,2.4X7.2KV-120/240V, 2 BUSHING			
	7001507	1 PH,15KVA,2.4X7.2KV-120/240V, 2 BUSHING			
	7001508	1 PH,25KVA,2.4X7.2KV-120/240V,2 BUSHING			
	7001509	1 PH,37KVA,2.4X7.2KV-120/240V,2 BUSHING			
	7001510	1 PH,50KVA,2.4X7.2KV-120/240V,2 BUSHING			
	7001511	1 PH,75KVA,2.4X7.2KV-120/240V,2 BUSHING			
	7001512	1 PH,100KVA,2.4X7.2KV-120/240V,2 BUSHING			
	7001513	1 PH,167KVA,2.4X7.2KV-120/240V,2 BUSHING			
	7001514	1 PH,250KVA,2.4X7.2KV-120/240V,2 BUSHING			
	7001515	1 PH,333KVA,2.4X7.2KV-120/240V,2 BUSHING			
	7001516	1 PH,500KVA,2.4X7.2KV-120/240V,2 BUSHING			
	7001522	1 PH,10KVA,2.4X7.2KV-240/480V, 2 BUSHING			
	7001523	1 PH,15KVA,2.4X7.2KV-240/480V, 2 BUSHING			
	7001524	1 PH,25KVA,2.4X7.2KV-240/480V, 2 BUSHING			
	7001525	1 PH,37KVA,2.4X7.2KV-240/480V,2 BUSHING			

ATTACHMENT A

LG&E IIN	KU IIN	Description	Base Price Including Freight	Load Loss W	No Load Loss W
	7001526	1 PH,50KVA,2.4X7.2KV-240/480V,2 BUSHING			
	7001527	1 PH,75KVA,2.4X7.2KV-240/480V,2 BUSHING			
	7001528	1 PH,100KVA,2.4X7.2KV-240/480V,2 BUSHING			
	7001529	1 PH,167KVA,2.4X7.2KV-240/480V,2 BUSHING			
	7001530	1 PH,250KVA,2.4X7.2KV-240/480V,2 BUSHING			
	7001531	1 PH,333KVA,2.4X7.2KV-240/480V,2 BUSHING			
	7001532	1 PH,500KVA,2.4X7.2KV-240/480V,2 BUSHING			
	7001541	1 PH,500KVA,2.4X7.2KV-277V,2 BUSHING			
	7001542	1 PH,333KVA,2.4X7.2KV-277V,2 BUSHING			
	7001543	1 PH,250KVA,2.4X7.2KV-277V,2 BUSHING			
	7001544	1 PH,167KVA,2.4X7.2KV-277V,2 BUSHING			
	7001545	1 PH,100KVA,2.4X7.2KV-277V,2 BUSHING			
	7001546	1 PH,75KVA,2.4X7.2KV-277V,2 BUSHING			
	7001547	1 PH,50KVA,2.4X7.2KV-277V,2 BUSHING			
	7001548	1 PH,37KVA,2.4X7.2KV-277V,2 BUSHING			
	7001549	1 PH,25KVA,2.4X7.2KV-277V,2 BUSHING			
	7001550	1 PH,15KVA,2.4X7.2KV-277V,2 BUSHING			
	7001551	10,2.4X7.2KV-277V,2			
		10,13.8KV-120/240V,2			
529519		15,13.8KV-120/240V,2			
529527		25,13.8KV-240/480V,2			
529594		25,13.8KV-120/240V,2			
529535		50,13.8KV-240/480V,2			
529601		50,13.8KV-120/240V,2			
529543		75,13.8KV-120/240V,2			
529551		75,13.8KV-240/480V,2			
529619		100,13.8KV-120/240V,2			
529560		100,13.8KV-240/480V,2			
529627		167,13.8KV-120/240V,2			
529578		167,13.8KV-240/480V,2			
529635		250,13.8KV-120/240V,2			
529586		250,13.8KV-240/480V,2			
529643		333,13.8KV-240/480V,2			
529651		500,13.8KV-240/480V,2			
529660					
	7001606	TRANSFORMER,PADMOUNT,1 PH,10 KVA,7.2KV-120/240V			
	7001607	TRANSFORMER,PADMOUNT,1 PH,15KVA,7.2KV-120/240V			
529335	7001608	TRANSFORMER,PADMOUNT,1 PH,25KVA,7.2KV-120/240V			
529343	7001609	TRANSFORMER,PADMOUNT,1 PH,37KVA,7.2KV-120/240V			
529351	7001610	TRANSFORMER,PADMOUNT,1 PH,50KVA,7.2KV-120/240V			
529378	7001611	TRANSFORMER,PADMOUNT,1 PH,75KVA,7.2KV-120/240V			
529386	7001612	TRANSFORMER,PADMOUNT,1 PH,100KVA,7.2KV-120/240V			
529394	7001613	TRANSFORMER,PADMOUNT,1 PH,167KVA,7.2KV-120/240V			
	7001614	TRANSFORMER,PADMOUNT,1 PH,250KVA,7.2KV-120/240V			
	7001615	TRANSFORMER,PADMOUNT,1 PH,10 KVA,2.4X7.2KV-120/240V			
	7001616	TRANSFORMER,PADMOUNT,1 PH,15KVA,2.4X7.2KV-120/240V			
930627	7001617	TRANSFORMER,PADMOUNT,1 PH,25KVA,2.4X7.2KV-120/240V			
930635	7001618	TRANSFORMER,PADMOUNT,1 PH,37KVA,2.4X7.2KV-120/240V			
930643	7001619	TRANSFORMER,PADMOUNT,1 PH,50KVA,2.4X7.2KV-120/240V			

ATTACHMENT A

LG&E IIN	KU IIN	Description	Base Price Including Freight	Load Loss W	No Load Loss W
930651	7001620	TRANSFORMER,PADMOUNT,1 PH,75KVA,2.4X7.2KV-120/240V			
930660	7001621	TRANSFORMER,PADMOUNT,1 PH,100 KVA,2.4X7.2KV-120/240V			
930686	7001622	TRANSFORMER,PADMOUNT,1 PH,167 KVA,2.4X7.2KV-120/240V			
930678	7001623	TRANSFORMER,PADMOUNT,1 PH, 250 KVA 2.4X7.2KV-120/204V			
937578		TRANSFORMER,SUBGRADE,37KVA,SINGLE PHASE,SUBSURFACE,4160 GRDY-2400X12470,GRDY-7200 60X95BILXLV 240/120			
937551		TRANSFORMER,SUBGRADE,50KVA,SINGLE PHASE,SUBSURFACE,4160 GRDY-2400X12470,GRDY-7200 60X95BILXLV 240/120			
937560		TRANSFORMER,SUBGRADE,75KVA,SINGLE PHASE,SUBSURFACE,4160 GRDY-2400X12470,GRDY-7200 60X95BILXLV 240/120			
937543		TRANSFORMER,SUBGRADE,100KVA,SINGLE PHASE,SUBSURFACE,4160 GRDY-2400X12470,GRDY-7200 60X95BILXLV 240/120			

KENTUCKY UTILITIES COMPANY

**Response to Commission Staff's Second Request For Information
Dated July 31, 2012**

Case No. 2012-00221

RECEIVED

Question No. 75

AUG 4 2012

Responding Witness: Robert M. Conroy

PUBLIC SERVICE
COMMISSION

- Q-75. Provide an electronic copy in spreadsheet format of all of the Conroy exhibits with the formulas intact and unprotected and with all columns and rows accessible.
- A-75. All workpapers are being provided in electronic format with formulas intact, in the original "as filed" versions and in "revised" versions, as appropriate. Revised files are clearly identified as such. The Company is also providing an index identifying the various Excel files. Certain information requested is confidential and proprietary, and is being provided under seal pursuant to a petition for confidential treatment.

The attachment is being provided in a separate file in Excel format.